The Insider

Legal System

A Journey NOT for the Faint of Heart

by Lefty Insider

About the Title

The Insider Goes Deep into the Legal System (A Journey NOT for the Faint of Heart) title is a story of court cases, legal documents, and commentary.

This is a work of fiction that attempts to document what might happen if a Pro se citizen attempts to seek justice against the exploitation of a rapacious, malevolent, and monopolistic corporation through the American legal system.

Target Market

This novel is targeted primarily to a demographic of Americans who look for justice in our legal system. (rural residents in particular)

https://upload.wikimedia.org/wikipedia/commons/d/db/Lady_justice_standing.png

Acknowledgements

Those involved in the creation of this book, know who they are and are much appreciated by this author.

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Inspirations

Ketanji Brown Jackson, Associate Justice of the Supreme Court of the United States since 2022

Aaron Swartz Marble statue

About the Author

I was born and raised in Wisc. I am a veteran of the US Army U.N. Peace keeping force in South Korea, a former Peace Corps volunteer in West Africa and former Illinois high school and Community College teacher. My formal education includes a BS in Education degree from the University of Illinois-Urbana/Champaign and Master's degree work in Adult Distance Education.

I have been involved in corporate technical service training and course development for International Harvester and JI Case companies, and publications with Dresser Industries.

I founded and operated a Tri-County business as President/CEO, involved in the sale and support of business computer systems, as well as specially adapted systems for the disabled. I was also the Founder and Executive Director of a statewide non-profit volunteer group dedicated to helping provide children with computer and Internet technology access. This agency refurbished and delivered many thousands of computer systems and provided Internet service as an ISP.

This authors novels are published on leanpub.com, articles on medium.com under the pseudonym Lefty Insider.

Lefty Insider resides in the beautiful farm and forest countryside of Wisc with his loving wife. I retired from active work a decade ago but continue to work with computer technology, reading, and challenging himself with new learning and self-directed pursuits. I work from a well-equipped interior and scenic exterior home office.

Insider Publishing, LLC

All the Creatures of the Forest Visit

Synopsis

This is a work of fiction that attempts to document what might happen if a Pro se citizen attempts to seek justice against the exploitation of a rapacious and malevolent monopolistic corporation through the American legal system.

This is also a story about an egg timer, some elected idiots, liars, fools, incompetents, a thumb, and of course a fictional story about an imagined American legal system.

Also from this author:

Book One
The Insider (A Life Inside the Personal Computer)

Book Two
The Cozening (A Murder of Promise)

Book Three
The Insider Goes Deep (Tales from the Dark Web)

Book Four
A User Guide To The Dark Web
(The 42nd and Final Encyclopedia Cyberspacia)
The above is a companion book to Book Three

Book Five
The Insider Goes Deep into the Charpectrum
A quest to get the Megabits promised and paid for, "one sweet megabit at a time"

Book Six(TBD)
The Insider Goes to Space
(Tales from Beyond Planet Earth)

Book Seven
The Insider Goes Deep into Broadband
(Broadband Internet Articles)

Book Eight
The Insider Goes Deep into the Legal System
(A Journey NOT for the Faint of Heart)

Book Nine (TBD)
The Insider Goes Deep into the Consumer Protection System
(It's Worse Than You Think)

Book Ten
WiscSecureNet (WSN)
(It Is Time To Treat This State Like A Country And Button It Down)

Note: All books are available on leanpub.com

https://leanpub.com/bookstore?type=all&search=lefty%20insider

A Note to Readers:

Throughout this book and the previous prequels, this writer chooses to write the term Internet with its original and intended initial capitalization spelling as a proper noun. This is also true for any outside imported text. The Internet is a person, place, or thing and as we were all taught in grade school, requires proper capitalization. The trend in current print and online spelling as *lower case, which* is disrespectful to its founders and creators in my view. It is this writer's view that this intentional diminishment, via the lower case spelling, of this technological wonder and gift to humanity, is part of an effort by Corporate America to assimilate it into their Corporate Borg. To the founders, decentralization was the main idea, not the current walled gardens of Google (Alphabet), Apple, Amazon, Microsoft, and Facebook (MEA). While original pioneers like Vint Cerf may have been assimilated into the corporate Borg, people like Jon Postel and Tim Berners-Lee never were. Anyway, this writer gets to decide such things.

Note: this book is best read with a pdf reader and not a web browser, in Read Mode, and in portrait orientation, which allows for both page turning and to zoom in on the graphics contained within. A 1600x900 or higher screen resolution on a 24 inch portrait monitor is recommended.

Note: this book also make use of footnotes to assist the less technically initiated.

This book and the entire collection represent this writer's lifetime opus in the form of an extended modern day bildungsroman representing more than ten years of writing work and more than fifty years of research and life experience. As with the previous books in this series, this one is part invented fiction, part historical fiction, part textbook, and part actual journalism.

These books are what Americans may call *edgy* or *anti-establishment* and contain what the writers Germans ancestors might call *Sturm und Drang*.[1]

This novel is a work of fiction. Any resemblance to persons, places, or things is either unintentional or intentional.

Dedication

This book is dedicated to those who have suffered under our American legal system.

Fair use rationale for illustrations

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Question: What do you call someone who graduates in the lower third of their law school class?

Answer: Your Honor!

A joke told to this author by a local attorney.

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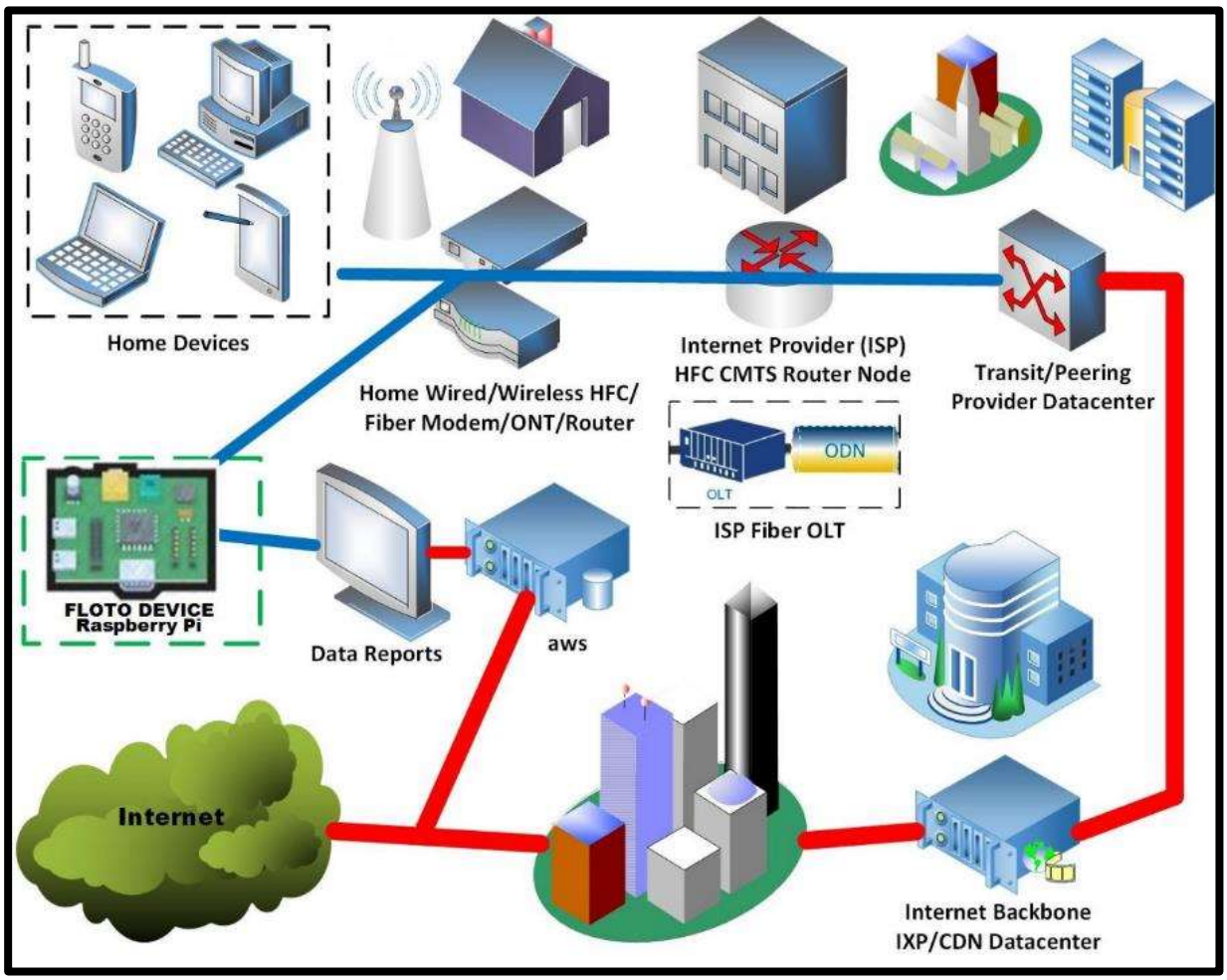
Introduction

A Basic Internet Connection for an Internet User



Typical network diagram *(FLOTO measuring device is optional equipment)*

1. The end user connects to the network via a wired or wireless modem/router connection from home.
2. Their ISP routes this switched packet traffic within their local network node (hub) to an Internet Exchange Point (IXP) at the Internet backbone, which takes you to a web server, email server, streaming server, or any part of the Internet you want to visit.

That's it. Just a bunch of dumb pipes routing traffic not unlike a water, electricity, or natural gas transportation system. In the case of data transmission, amplifiers take the place of pumps, transformers, and compressors to boost the traffic when necessary.

Measurement comparisons		
	Pressure	**Volume**
Water	Pounds per square inch or psi	Gallons per minute or gpm
Electricity	Voltage, volts	Amperage, amps
Natural Gas	Pounds per square inch or psi	Cubic feet per minute
Internet (network) Data Packets	Megabits per second	Megabytes and Gigabytes

Top: Cable routing in a cable box into the house. Shelf with modem, switch, router, and UPS. Bottom: Coax versus fiber cables. The fiber example is a garage based installation.

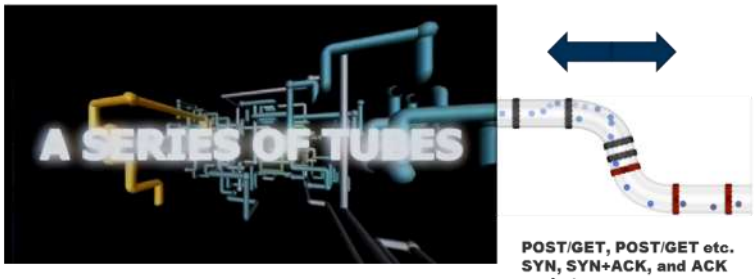
Quote: Publisher : Yale University Press (January 8, 2019) Fiber: The Coming Tech Revolution—and Why America Might Miss It[2] by Professor Susan Crawford

[2] *Susan P. Crawford (born February 27, 1963) is the John A. Reilly Clinical Professor of Law at Harvard Law School. She served as President Barack Obama's Special Assistant for Science, Technology, and Innovation Policy (2009) and is a columnist for WIRED. She is a former Board Member of ICANN, the founder of OneWebDay, and a legal scholar. Her research focuses on telecommunications and information law.*

An ISP is an "Internet" Service Provider?

- **An ISP provides a connection to the Internet for your computer, tablet, or phone.**
- **Charpectrum is an ISP**
- **So are Verizon, Comcast, AT&T, and many smaller ones**
- **ISP's are middlemen who sell what they buy from someone else**
- **They do not _make_ anything, they just resell and transport Megabits of data like pipeline companies**

A **Megabit** is a unit of measurement of digital information transmission or storage memory. It is one of the most basic units used in telecommunication and computer science.



POST/GET, POST/GET etc. SYN, SYN+ACK, and ACK packets

Uses a technology called **TCP/IP** Transmission control protocol/Internet protocol) packet-switching, to break computer data into small "packets" so they can be sent across the more than 40,000 networks that make up the Internet.

Unlike what Sen. Ted Stevens of Alaska once said as Chairman of the Senate Committee on Science, the Internet is not a series of tubes, but rather a series of cables, made of copper, and fiber optic glass strands, that route the data packet traffic from point to point.

Data is exchanged between disparate computer networks via protocols, not unlike the language protocols used in diplomacy in ensure understanding.

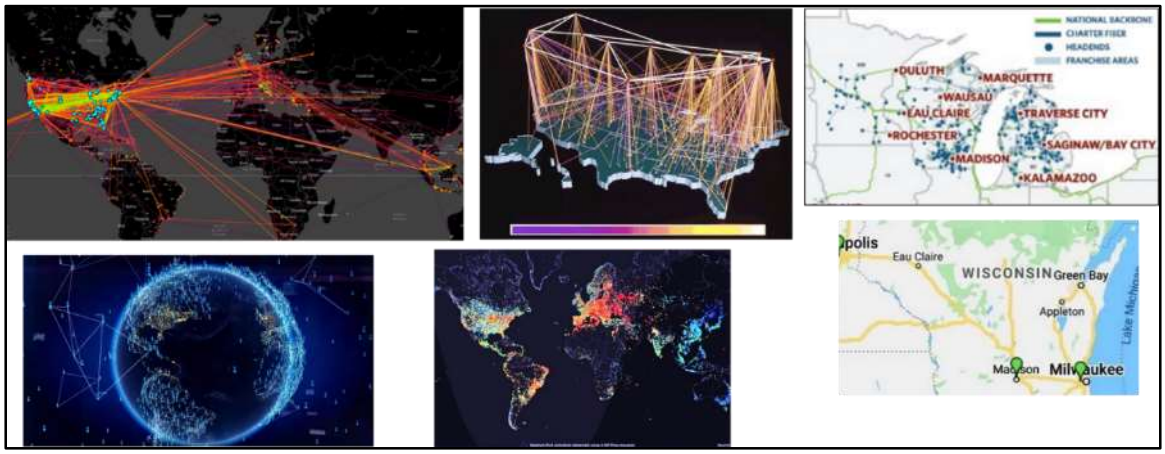
What is a data bit?
It is a 0 or a 1 (off or on)
An Alphanumeric character is 8 bits - There are 1,000,000 bits in a Megabit

Mbps is Megabits per second in data **packets** transmitted across the copper or fiber optic glass cables and electronic devices (routers and switches) between you and the Internet site you are going to.

Charpectrum sells, and I buy an Internet not INTRAnet connection

- INTERNET: a worldwide network of computer networks. The Worldwide Web, SMTP/POP email, SMS, FTP, UseNet, telephony, and file sharing, are all subsets of this actual network of dissimilar, yet connected by common protocols, networks that form the larger Internet.
- INTRANET: a geographically localized network of networks. It could be housed within a building, a company, or a local geographic area like a city, metropolitan area, state, or even a region.

Global and National versus Regional and Local



Internet created by ARPA, funded by NSF, Al Gore.

This INTRANet is what I refer to as CharpectrumNET

Localized within Wisc, part of an old cable television network, old Internet network, and a newer Internet network.

Charpectrum slows down like a car you bought that will go the speed limit as far as Milwaukee, and then slows down to half speed as you get closer to Chicago.

It is an Intranet, because it is a closed proprietary network that will get you to the Internet eventually, but _only_ if you are a Charpectrum customer.

In the same way that can access Acme Widgets Intranet only if you are on the Acme network.

Connections to the Internet are actually made at an IXP

- Smaller networks like CharpectrumNET connect to the larger global Internet at Internet eXchange Points or IXP's for peering.
- Tier 3 providers like Charpectrum buy megabits for resale from Tier1 providers like

Upper Midwest Regional Peering IXPs

1. MadIX - Madison Internet eXchange Peering Point Madison, WI
2. MKE-IX - Milwaukee Internet Exchange Milwaukee, WI
3. ChIX - Chicago Internet eXchange Chicago, IL
4. EQIX-CHI - Equinix Exchange Chicago, IL
5. MICE - Midwest Internet Cooperative Exchange Minneapolis, Minnesota

The U.S. Internet Region Tier 1 IXPs (Internet backbone)

1. AT&T
2. Verizon
3. Sprint (Softbank Broadband)
4. Century Link (Qwest)
5. Level 3 (Global Crossing)
6. NTT/Verio

Sources:
https://www.peeringdb.com/asn/2011
https://www.datacentermap.com/datacenters.html
https://www.spectrum.com/content/dam/spectrum/residential/en/policies/ip-interconnection/Charter SFI Policy - rev. Jan-2022.pdf

Charpectrum maintains a backbone with national reach, with a presence in eight major peering cities. Charpectrum uses this backbone network to connect its own properties, provide business services, interconnect with edge providers, CDNs, and other access networks, and reduce its transit costs. Charpectrum does not currently engage in any paid peering relationships. Instead, Charpectrum relies on a combination of settlement-free peering relationships and transit service it buys from several backbone service providers to exchange traffic with the full Internet.

ISPs get the bandwidth they sell from IXPs, or Internet Exchange Points, and transport it to customers. At each IXP, they are able to meet and exchange traffic with a set of other ISPs.

So the total amount of bandwidth an ISP has to sell is the sum of the bandwidth it's able to deliver to and from all IXPs combined. Speed x distance = cost.

Look at it like Tier 3's are County roads connected to Tier 2 State roads which connect to Tier 1 Interstate roads which make up the backbone of the system.

Sample Chicago Internet Exchange (IXP) Network Customers

- Speed costs money
- Charpectrum needs to _buy_ Megabits (or Gigabits) to be able to _sell_ Megabits

Name	ASN	Speed
Akamai Technologies, Inc.	20940	100G
Amazon.com	16509	20G
Charter Communications, Inc.	7843	40G
Charter Communications, Inc.	20115	20G
CloudFlare, Inc.	13335	10G
Google	15169	100G
Microsoft Corporation	8075	10G
Netflix	2906	100G
SpaceX Starlink	14593	100G

An **ASN** is an autonomous system number is necessary for any interconnection between two autonomous systems, such as peered networks at Internet exchange points.

https://unitedix.net/location/chicago
100 total customers equals 1666 Gb's as of 11/13/2023

FEE SCHEDULE

NRC

1G:	$500
10G:	$500
25G:	$1000
40G:	$1500
100G:	$2000

MRC

1G:	$500
10G:	$500
25G:	$1000
40G:	$1000
100G:	$2000

NRC means "non recurring charge", it is a one time fee, normally charged when a service is first activated. Ante up!

MRC means "monthly recurring charge", it is the cost you are charged every month for service.

MadIX - Madison Internet eXchange Peering Point Madison, WISC

UW-Madison DoIT Network Services established the MADison Internet eXchange (MadIX) in early 2000 as a means for local network providers to peer in Madison, WISC.

MKE-IX - Milwaukee Internet Exchange Milwaukee, WISC

The Milwaukee Internet Exchange (MKEIX) was established in 2011 as a means for providers to interconnect in the Milwaukee area. MKEIX is an entirely not-for-profit organization, and run by its volunteers and through generous donations by participants and other vendors. There aren't any real requirements for peering at MKEIX, only you are able to cross connect into the IX fabric in one of the locations (listed in the FAQ).

ChIX - Chicago Internet eXchange Chicago, IL

Chicago colocation facilities contribute to one of the world's top global financial centers and are home to several Fortune 1000 companies. Ideal for business continuity, customers can join a rich network of ecosystems comprising financial service companies, cloud service providers, content providers, IT service providers, and enterprises.

EQIX-CHI - Equinix Exchange Chicago, IL

Equinix Chicago data center CH1, located in one of the world's global financial centers, supplies interconnection services to enhance performance and control latency targets.

Total Minneapolis Internet Exchange (IXP) Network Customers
Midwest Internet Cooperative Exchange (MICE)
https://micemn.net/ 216.250.183.0

- **Speed costs money - Charpectrum needs to _buy_ Megabits (or Gigabits) to be able to _sell_ Megabits**

MICE MIDWEST INTERNET COOPERATIVE EXCHANGE

Services | Participants | Contributions | Resources | Technical | People | Con

AS13855 - Cedar Falls Utilities bgp.he.net - PeeringDB	nocc@cfu.net	open	MICE Main	Ethernet6/16/1	100G	Yes rs1: v4 v6 rs2: v4 v6
AS20115 - Charter Communications (Spectrum) (Charter Communications) bgp.he.net - PeeringDB MANRS: Yes	NOC: NOC.AUS.NATL.BBN@charter.com Peering: interconnection@charter.com	selective	MICE Main	Port-channel4 Ethernet4/8 Ethernet4/3	20G	No
AS46494 - Christensen Communications bgp.he.net - PeeringDB	NOC: noc@chriscomco.net Peering: shannons@chriscomco.net	unknown	MN VoIP 10G Remote	Ethernet44	10G	Yes rs1: v4 v6 rs2: v4 v6
AS36692 - Cisco Umbrella bgp.he.net - PeeringDB	NOC: cie-noc@cisco.com Peering: peering-umbrella@external.cisco.com	open	MICE Main	Port-channel16 Ethernet4/10	10G	Yes rs1: v4 v6 rs2: v4 v6
AS13335 - Cloudflare bgp.he.net - PeeringDB MANRS: Yes	Cloudflare Access noc@cloudflare.com	open	MICE Main	Port-channel13 Ethernet6/17/1	100G	Partial rs1: v4 v6 rs2: v4 v6

https://micemn.net/participants.htm
154 total customers equals 9746 Gb's as of 1/31/2024

The main function of a Route Server is to scale the route distribution at Internet Exchange Points.

MICE - Midwest Internet Cooperative Exchange Minneapolis, Minnesota

Midwest IX with bilateral, and multilateral peering along with direct access to content participants such as Amazon, Apple, and Google.

HFC is a Hybrid Fiber Optic glass and Copper Coaxial cable shared system

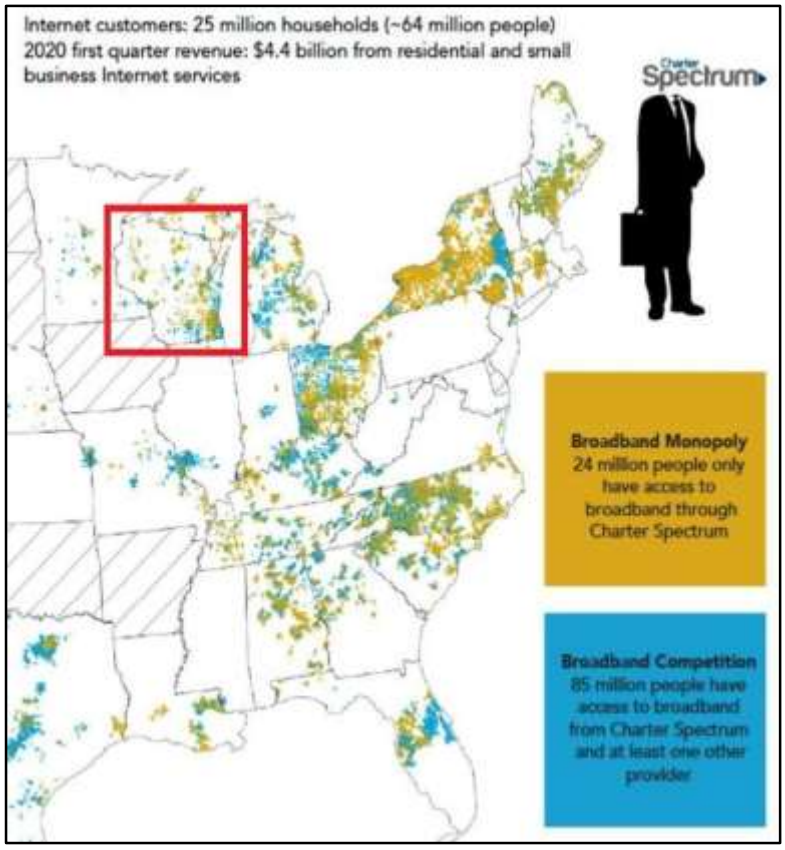
This primer will aid your understanding of these networks.

As one example, the Charpectrum network, a merger of the Charpectrum and Time Warner cable TV networks were designed to deliver TV signals down one way and not up or interactive.

This has been cobbled together to deliver switched data packets and is why they sell 300/500/1000 Mbps DOWN and 10/20/35 Mbps UP. This is somewhat ingenious, but also somewhat evil as it has condemned generations of subscribers (urban, suburban, and rural) to slow upload speeds which among other problems, reduced the local economic opportunity for these subscribers.

Typical wired/wireless installation: modem left, router and network switch center, and optional battery backup/surge protector on right

It should be noted that Comcast (rumored to have been started by haberdashers)[3] generated enough revenue with this scheme to purchase NBC, Charpectrum to buy Time Warner and others, and generate profit margins with these incumbent monopoly ISP's can easily exceed 50% for wireless services. The word exploiters is commonly paired with their names by their customers..



Most all HFC networks are also shared with 200 or more local devices (routers, etc.) also on this node, reducing available bandwidth. The fiber comes into an area like a subdivision from their local office to a box where it transitions to coax cable and on to the homes. So HFC is Hybrid Fiber Coax.

- Cable nodes are where a cable system connects homes and businesses to a fiber optic receiver
- Coaxial cable networks utilize nodes to link 25-2000 homes (500 is typical depending on density)
- They usually require a fiber-optic cable to transport data from the node to homes Fiber To The Home (FTTH)

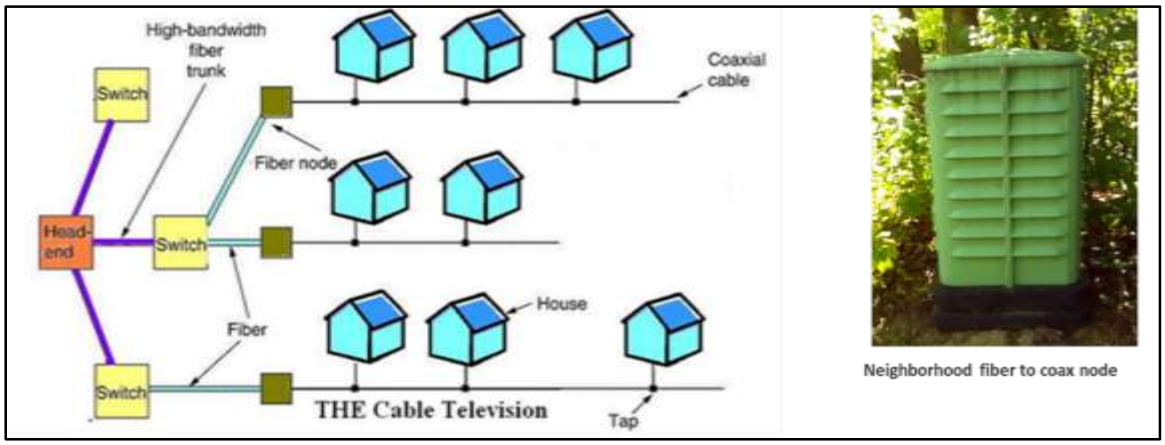
Copper coax cable nodes may also exist which can "significantly slow down" Internet speed

---

[3] Comcast, then American Cable Systems, purchased a small cable system Tupelo, Mississippi. It was actually founded in 1963 by Ralph J. Roberts, Daniel Aaron, and Julian A. Brodsky. Ralph Roberts had previously worked in various industries, including men's accessories—he owned a belt and suspenders business before co-founding Comcast. So there's a tiny haberdashery connection through Roberts' earlier career, but Comcast itself was started in 1969 as a cable television company, not by traditional haberdashers.

HFC is a Hybrid Fiber Optic glass and Copper Coaxial cable system
HFC Cable Internet is a shared system

- Cable nodes are where a cable system connects homes and businesses to a fiber optic receiver
- Coaxial cable networks utilize nodes to link 25-2000 homes (500 is typical depending on density)
- They usually require a fiber-optic cable to transport data from the node to homes (FTTH)
- Copper coax cable nodes may also exist which can "significantly slow down" Internet speed



Too many users on a node and you have congestion.
Most of these nodes are fiber to coax and not fiber pass through.

Forward

As indicated in the Synopsis, this is a work of fiction that attempts to document what might happen if a Pro se[4] citizen attempts to seek justice against the exploitation of a rapacious and malevolent monopolistic corporation through the local American legal system.

This is the story of Lefty, a self-appointed knight, (The Insider) boldly and unabashedly riding his virtual Rocinante[5] workstation workhorse computer in his Quixotic[6] quest to seek justice where it rarely prevails. He shares the attributes of Quixote in perhaps being socially awkward, a bit past his prime, and perhaps engaged in a task beyond his capacities, and yet despite all this he looks for recourse in the legal system. As such, it is very much a story of frustrating court cases, absurd legal documents and procedures, systemic obstruction and obfuscation, along with the at times humorous running commentary from the protagonist of the foolishness and folly he encounters along the way.

ChatGPT Image Generator

[4] Pro se legal representation means to argue on one's own behalf in a legal proceeding, as a defendant or plaintiff in civil cases, or a defendant in criminal cases, rather than have representation from counsel or an attorney. Wikipedia

[5] Rocinante is Don Quixote's horse in the 1605/1615 novel Don Quixote by Miguel de Cervantes. In many ways, Rocinante is not only Don Quixote's horse, but also his double; like Don Quixote, he is engaged in a task beyond his capacities. Wikipedia

[6] Don Quixote in the Spanish novel, The Ingenious Gentleman Don Quixote of La Mancha by Miguel de Cervantes, appoints himself a knight-errant in order to revive chivalry and serve his nation. Don Quixote does not see the world for what it is and prefers to imagine that he is living out a knightly story meant for the annals of all time. Wikipedia

Preface

The Players:

Lefty Insider, Litigant, Plaintiff, Appellant, Petitioner
Small Claims Court Commissioner Attorney Over His Head
The Honorable Circuit Court Judge Wannabe
Outside Council Attorney Rodney Q. Doofus
(from the law firm of Dewey, Cheatem, and Howe)
The Honorable Appeals Court, Judge Bought and Paid For
The Honorable Supreme Court, Judge Partisan as Hell

And so begins a seventeen month saga from a Small Claims Court (SCC) Summons and Complaint, to SCC hearings, a Circuit Court hearing and trial, to an extended and frustrating journey through the entire Court of Appeals system, to a final Supreme Court Appeal ruling.

CHAPTER ONE

Small Claims Court

So this is how it could have all begun…

In a perfect world, in 2023, one would think that filing legal documents with the state government electronically (digitally) would be a good option to save on the printing of paper and automobile trips to the courthouse, and perhaps taxes. In our non-perfect world something like this might just happen.

From: lefty@insiderpub.io <lefty@insiderpub.io>
Sent: Monday, July 31, 2023 10:10:24 AM
To: Web Content
Subject: Can I recover this file?
Trying to complete the form and got this error message:

Unexpected error

We're sorry! The following unexpected error has occurred. If you continue to receive the same error on the Wisc Court System Internet site, please email us and let us know so we can fix the problem.

Class: class java.lang.Exception

Message: Unable to retrieve document. Unable to complete assembly session. Please press your browser's 'back' button to retrieve documents.

Stacktrace:

java.lang.Exception: Unable to retrieve document. Unable to complete assembly session. Please press your browser's 'back' button to retrieve documents. at gov.wicourts.ccap.web.pub.hotdocs.InterviewComplete.doGet(InterviewComplete.java:88) at javax.servlet.http.HttpServlet.service(HttpServlet.java:634) at javax.servlet.http.HttpServlet.service(HttpServlet.java:741) at org.apache.catalina.core.ApplicationFilterChain.internalDoFilter(ApplicationFilterChain.java:231) at org.apache.catalina.core.ApplicationFilterChain.doFilter(ApplicationFilterChain.java:166) at org.apache.tomcat.websocket.server.WsFilter.doFilter(WsFilter.java:53) at org.apache.catalina.core.ApplicationFilterChain.internalDoFilter(ApplicationFilterChain.java:193) at org.apache.catalina.core.ApplicationFilterChain.doFilter(ApplicationFilterChain.java:166) at org.tuckey.web.filters.urlrewrite.UrlRewriteFilter.doFilter(UrlRewriteFilter.java:738) at org.apache.catalina.core.ApplicationFilterChain.internalDoFilter(ApplicationFilterChain.java:193) at org.apache.catalina.core.ApplicationFilterChain.doFilter(ApplicationFilterChain.java:166) at org.apache.catalina.core.StandardWrapperValve.invoke(StandardWrapperValve.java:202) at org.apache.catalina.core.StandardContextValve.invoke(StandardContextValve.java:96) at org.apache.catalina.authenticator.AuthenticatorBase.invoke(AuthenticatorBase.java:541) at org.apache.catalina.core.StandardHostValve.invoke(StandardHostValve.java:139)

at org.apache.catalina.valves.ErrorReportValve.invoke(ErrorReportValve.java:92) at org.apache.catalina.core.StandardEngineValve.invoke(StandardEngineValve.java:74) at

From: Web Content [mailto:Web.Content@WISCcourts.gov]
Sent: Monday, July 31, 2023 12:06 PM
To: lefty@insiderpub.io
Subject: Re: Can I recover this file?

The issue related to the Jury questionnaire web site has now been resolved. Thanks for your patience. Let us know if you continue to experience any issues.

Web Administrator
Wisc Court System

From: Lefty Insider <lefty@insiderpub.io>
Sent: Monday, July 31, 2023 1:12:01 PM
To: Web Content
Subject: RE: Can I recover this file?

Web Admin,

Actually it was a completed Small Claims Court SC-5001X that I was attempting to file.

Is it recoverable, or is it in the bit bucket?

Lefty

From: Web Content [mailto:Web.Content@WISCcourts.gov]
Sent: Monday, July 31, 2023 2:06 PM
To: Lefty Insider <lefty@insiderpub.io>
Subject: Re: Can I recover this file?

Lefty,

If you were unable to use your browser back button to retrieve the document then I would say you would not be able to retrieve the document. You may be able to search through your browser history (CTRL+H) to find a point in time where you would be able to go back to and retrieve the file.

Web Administrator
Wisc Court System

From: Lefty Insider [mailto: lefty@insiderpub.io]
Sent: Monday, July 31, 2023 2:30 PM
To: 'Web Content' <Web.Content@WISCcourts.gov>
Subject: RE: Can I recover this file?

Tried both of those things and no joy.

Am wondering if you fixed the correct error however because you mentioned Jury questionnaire.

Lefty

From: Web Content [mailto:Web.Content@WISCcourts.gov]
Sent: Monday, July 31, 2023 3:15 PM
To: Lefty Insider <lefty@insiderpub.io>
Subject: Re: Can I recover this file?

Lefty,

You can ignore any reference to the Jury questionnaire. This was a separate issue that is not related to the document you are attempting to generate. The update about this being fixed was sent to you in error.

What document are you trying to generate? Is it the Summons and complaint?

Web Administrator, WISCCourt System

From: Lefty Insider [lefty@insiderpub.io]

Sent: Monday, July 31, 2023 3:39 PM

To: 'Web Content' <Web.Content@WISCcourts.gov>

Subject: RE: Can I recover this file?

"What document are you trying to generate? Is it the Summons and complaint? "

Small Claims Court SC-5000-C but I recreated it in a word processor on my own computer, without an Internet connection dependency to your webserver.

Thanks anyway,

Lefty

Well that was a fun little time wasting adventure, now wasn't it. So the website ate his homework, which is only one of the reasons why Lefty hates web forms, webapps, and anything and everything cloud based. These are other people's network servers, with apparently less than competent technical support. But then again, you can get the wrong answer quite fast, two hours later.

Fool me once shame on you, and all of that. So Lefty resigned himself to killing some trees and burning some dead dinosaur juice in his valiant, yet perhaps Quixotic quest for some justice for himself and others in the same monopolized boat, (USS Exploitation) so to speak. This may also be an opportunity to subcontract out some of these tasks to test the veracity of the post office's new *"slow it down, and make it more expensive"* mantra.

With a beginning like this, Lefty can't wait to see *the rest of the story* unfold in the following pages.

From: Deputy Clerk [mailto: DeputyClerk@wisccourts.gov]

Sent: Tuesday, August 08, 2023 9:22 AM

To: 'Lefty Insider' <lefty@insiderpub.io>

Subject: Zoom Instructions

Hello Lefty,

Please see attached forms for the Zoom Instructions that must be included with the Summons and Complaints.

Deputy Clerk - Clerk of Court Office

Lefty seemed to remember something about fool me twice shame me, and all of that. So he resigned himself to appearing in court in person, rather than a cloud based video conference.

But we are still a long way away from that anticipated joyous occasion, as we shall see.

Cover letter 7/7/2023

County Sheriff's Office

Corporate Village, CO 1000-30

Civil Unit,

Please process serve the enclosed Summons and Complaint paperwork to the Defendant as identified prior to August 17, 2023.

Please return the Affidavit, Certificate, or Proof of Service, along with payment receipt, as soon as possible via email or USPS.

Also enclosed is a check for $42.00 for this service.

Thank You,

Lefty Insider

From: Lefty Insider [mailto: lefty@insiderpub.io]
Sent: Monday, August 21, 2023 1:56 PM
To: Deputy Clerk ' < DeputyClerk@wisccourts.gov>
Cc: Clerk Of Courts@wisccourts.gov' <cofc@wisccourts.gov>
Subject: Case 23SC0xxx
Importance: High

Deputy Clerk,

So the County Sheriff's Dept. in CO, in lieu of a proof of service, sent the Summons and Complaint back to me as undeliverable.

This is the complaint I took out with you on Aug 7, sent to them registered and certified mail on the 8th, they received it on the 11th and were asked to deliver it (five miles) by the 17th as was the timing that you indicated to me.

They claim that they didn't received it on time now, even though on the phone they said that as long as they received it by the 14th all was good.

They now claim they need it 14 business days prior to the court date, which conflicts with your 12 calendar day requirement.

Why do their rules apply outside of their county?

I am $150 deep into this with nothing to show for it.

What do I do now?

Lefty

Summons and Complaint

This form is also available in Spanish.
(Este formulario está disponible en español.)

Enter the name of the county in which you are filing this case.

STATE OF WISCONSIN, CIRCUIT COURT, _____ **COUNTY**

The plaintiff is the person bringing the law suit.

Enter the Plaintiff's name and address. If two plaintiffs are living at the same address, then the names and addresses may be listed together.

For more plaintiffs, check the "additional plaintiffs" box and attach another sheet with their names and addresses.

Plaintiff:
Lefty (First name) Insider (Last name)
42 No Decent Internet Drive (Address)
(Address)
Exploited (City) WI (State) 500-30 (Zip)
☐ **See attached for additional plaintiffs.**

-vs-

If this is an Amended Complaint, check the box.

Enter the case number given you by the Clerk.

The defendant is the person or business you are suing. Enter the name(s) and address(es) of the defendant(s).

For more than two defendants, check the "additional defendants" box and attach another sheet with their names and addresses.

To: Defendant(s):
Charpectrum Communications, Inc (First name) n (Last name)
(Address)
One Monopoly Circle (Address)
Corporate Village (City) CO (State) 1000-30 (Zip)
☐ **See attached for additional defendants.**

☐ Amended

Summons and Complaint (Small Claims)

Case No. _____

On the far right: Check one of the boxes to show what type of small claims case you are filing.

Note: The clerk will provide the phone number for the disability box.

☒ Claim for money ($10,000 or less)	31001
☐ Tort/Personal injury ($5,000 or less)	31010
☐ Return of property (replevin)	31003
☐ Eviction	31004
☐ Eviction due to foreclosure	31002
☐ Arbitration award	31006
☐ Return of earnest money	31008

If you require reasonable accommodations due to a disability to participate in the court process, please call _____ prior to the scheduled court date. Please note that the court does not provide transportation.

☐ One or both parties require the services of an interpreter. Which party? _____
Which language? _____ Complete and file the Interpreter Request (GF-149) form.

SUMMONS

Do not check either of these boxes.

The clerk will check one or both and circle "AND" or "OR" according to local court procedure.

The clerk will circle what you need to do and will provide the date, time, and place to appear and/or answer.

To the Defendant(s):
You are being sued as described on the attached complaint. If you wish to dispute this matter:

☐ You must appear at the time and place stated.

AND / OR (circle one, if applicable)

☐ You must file a written answer and provide a copy to the plaintiff or plaintiff's attorney on or before the date and time stated.

If you do not appear or answer, the plaintiff may win this case and a judgment entered for what the plaintiff is asking.

When to Appear/File an Answer	
Date	Time
Place to Appear/File an Answer	

Summons and Complaint – Small Claims — Chapter 799, Wisconsin Statutes
This form shall not be modified. It may be supplemented with additional material.
Page 1 of 2

Note: Leave dates blank; the clerk or plaintiff's attorney will enter them.	Clerk/Attorney Signature	Date Summons Issued	Date Summons Mailed

COMPLAINT

Plaintiff's Demand:

The plaintiff states the following claim against the defendant(s):

Check the box for the type of small claims case you have filed.

See *Basic Guide to Wisconsin Small Claims Actions* (SC-6000V).

1. Plaintiff demands judgment for: *(Check as appropriate)*
   - ☒ Claim for Money $4904.67
   - ☐ Tort/Personal injury $_____
   - ☐ Return of property (replevin) *(Describe property in 2 below.)*
     (Not to include Wis. Stats. 425.205 actions to recover collateral.)
   - ☐ Eviction
   - ☐ Eviction due to foreclosure
   - ☐ Return of Earnest Money
   - ☐ Confirmation, vacation, modification or correction of arbitration award.

   Plus interest, costs, attorney fees, if any, and such other relief as the court deems proper.

Briefly explain the facts and why the court should award you what you are asking for.

For Eviction Actions: If you are seeking money damages, you must also state that claim on this form. If you do not know the exact amount of money damages yet, state that the amount of money damages cannot yet be determined.

2. Brief statement of dates and facts:
   (If this is an eviction action and you are seeking money damages, you must also state that claim on this form.)

   After having run approx. 2000 Internet speed tests to hundreds of speed test locations, these are the subscription fees paid for my Internet service, and the costs incurred to try to obtain advertised and paid for Internet speed in Mbps from Charpectrum Internet since my service began in Sept. 2018
   (200Mbps actual on 400 advetised plan, 500Mbps actual on 1000 advertised plan)
   Overpayment of monthly fees $2400
   (50%'s of advertised speed, 60 months average $80 per months equals $4800 (50%'s is $2400)
   Equipment purchases to enhance wired and wireless performance for testing $1347.76
   (Charpectrum blames my Internet router, yet uses it' results to claim that service is OK)
   Linux computer test system costs $1156.91
   (Charpectrum continues to blame my ten Windows 7/10/11 computers as defective so I built a brand new Linux Operating System computer for testing and got the same results)

If you need more room, check this box and attach additional sheets.

☒ **See attached for additional information.** Provide copy of attachments for court and defendant(s).

Check if you are the plaintiff or the attorney.

I am the ☒ plaintiff.
☐ attorney for the plaintiff.

Enter your or your attorney's name and date.	▶ Lefty Insider-Prose Plaintiff	Attorney's Signature
Print or type your name. Enter your or your attorney's phone number.	Lefty Insider Name Printed or Typed	Attorney's Name Printed or Typed
An attorney must enter his or her State Bar Number, law firm and address.	42 No Decent Internet Drive Address	Attorney's Address
	Exploited, WI 500-30 Email Address	Attorney's Email Address / Telephone Number
	Telephone Number / 8/7/2023 Date	Date / State Bar No (if any)

COPIES: For each person you are suing, make two copies of this signed original and any attachments, and bring them to the clerk of court.

An interesting note here is that in the first Circuit Court hearing. Lefty was yelled at by the judge because the Summons and Complaint was not included in the court filed documents. Clearly the Commissioner missed this fact, and the clerk did not actually scan the document into the electronic system. This document was mailed to this clerk along with the proof it was served to the defendant by the local Sheriff's office.

This incompetence/obstruction once uncovered, then required Lefty to hand deliver each subsequent document and insist that the clerk stamp it as being received right in front of him.

From: Small Claims Clerk [mailto: SmallClaimsClerk@wisccourts.gov]
Sent: Tuesday, August 22, 2023 9:45 AM
To: 'Lefty Insider' <lefty@insiderpub.io>
Cc: Deputy Clerk ' < DeputyClerk@wisccourts.gov>, Clerk Of Courts@wisccourts.gov' cofc@wisccourts.gov
Subject: COUNTY CASE 23SCXXX LEFTY INSIDER VS. CHARPECTRUM COMMUNICATIONS INC.

Mr. Insider,

I am in receipt of the e-mail that you sent to my co-worker, Deputy Clerk.

Unfortunately, we cannot give legal advice.

Proof of service does need to be on file prior to the court date.

If you were unable to have the defendant served, you could file an Amended Summons and Complaint to get a new court date. That would give you time to have the Amended Summons and Complaint served.

As you are a Pro se litigant, I can refer you to the self-help law center on the Circuit Court website which is www.wisccourts.gov

Click on quick links tab, click on self-help law center, click on small claims.

The "Basic Guide to Wisc Small Claims Actions," form number SC-60xxV may be of assistance as well as other information listed.

There is also information on the County website that may be helpful.

You can also call 1-800-Fat-Chance or go to the website of WISC.FreeLegalAnswersForSome.org for brief legal advice from volunteer lawyers.

I hope that this information is helpful.

Please let me know if you have any other questions.

Thank you.

Small Claims Clerk

From: Lefty Insider [mailto: lefty@insiderpub.io]
Sent: Tuesday, August 22, 2023 10:08 AM

To: Small Claims Clerk' < SmallClaimsClerk@wisccourts.gov>

Cc: Clerk Of Courts' cofc@wisccourts.gov

Subject: COUNTY CASE 23SCXXX LEFTY INSIDER VS. CHARPECTRUM COMMUNICATIONS INC.

"Unfortunately, we cannot give legal advice. "

Small Claims Clerk,

I don't understand why this is your _go to_ phrase when I **never asked for legal advice, now or at your office.**

I am just asking for court system procedural information. These are things that are not covered in the Basic Guide to Wisc Small Claims Actions, or those that conflict with local court instructions.

"If you were unable to have the defendant served, you could file an Amended Summons and Complaint to get a new court date. That would give you time to have the Amended Summons and Complaint served."

So can you tell me how I go about doing that?

Thanks,

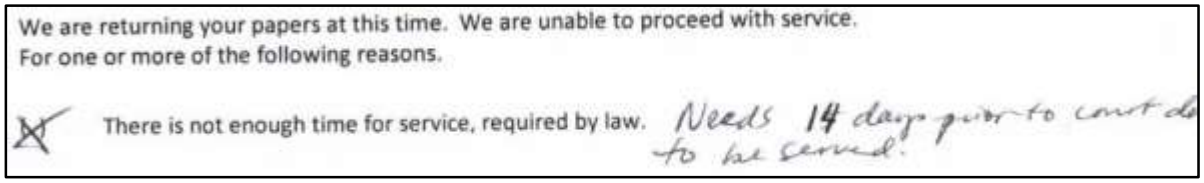
Lefty

From: Deputy Clerk [mailto: Deputy Clerk@wisccourts.gov]
Sent: Tuesday, August 22, 2023 10:27 AM
To: 'Lefty Insider' <lefty@insiderpub.io>
Subject: COUNTY CASE 23SCxxx LEFTY INSIDER vs. CHARPECTRUM COMMUNICATIONS, INC.

Hello Mr. Insider,
I attached for you "Basic Steps to Small Claims for Service." I hope that this guide will be helpful for you.
Please note that page 3 lists basic ways to have the other party served: Private process server, Sheriff's Department, etc.
From what I have seen, most Pro se people have a private process server or the sheriff's department serve the Summons and Complaint.
Please make sure that you file the "Proof of Service" with the Clerk of Court office prior to your new court date if you file an Amended Summons and Complaint.
Please let me know if you have any more questions.
Small Claims Clerk
Attachment: service guide.pdf

From: lefty@insiderpub.io <lefty@insiderpub.io>
Sent: Tuesday, August 22, 2023 10:19 AM
To: Deputy Clerk ' < DeputyClerk@wisccourts.gov>
Cc: Clerk Of Courts@wisccourts.gov' <cofc@wisccourts.gov>
Subject: COUNTY CASE 23SCxxx LEFTY INSIDER vs. CHARPECTRUM COMMUNICATIONS, INC.

Below is the part of their letter that is the point of contention.
Lefty


We are returning your papers at this time. We are unable to proceed with service.
For one or more of the following reasons.

X There is not enough time for service, required by law. Needs 14 days prior to court date to be served.

From: Deputy Clerk [mailto: Deputy Clerk@wisccourts.gov]
Sent: Tuesday, August 22, 2023 10:38 AM
To: 'Lefty Insider' <lefty@insiderpub.io>
Subject: RE: COUNTY CASE 23SCxxx LEFTY INSIDER vs. CHARPECTRUM COMMUNICATIONS, INC.

I understand what you are saying now after seeing that letter.

If you file an Amended Summons and Complaint yet this week, we could give you a new court date of 9-19-2023 at 1:30 p.m. The defendant would need to be served by 9-07-2023 for service to be considered good or proper.

If you file an Amended Summons and Complaint next week, we could give you a court date of 9-26-2023 at 1:30 p.m. The defendant would need to be served by 9-14-2023 for service to be considered good or proper.

I hope that this information helps.

If this is still confusing, please feel free to give me a call.

Deputy Clerk

From: Lefty Insider <lefty@insiderpub.io
Sent: Tuesday, August 22, 2023 2:05 PM
To: Deputy Clerk <Deputy Clerk@wisccourts.gov>
Cc: 'Clerk Of Courts@wisccourts.gov' <cofc@wisccourts.gov>
Subject: Case 23SC0xxx

Deputy Clerk,

So I made contact with Colorado, and they agreed to a failure on their part and also agreed to reprocess an amended complaint.

I will come down to the courthouse in the morning to get this in the works.

Lefty

From: Lefty Insider [mailto: lefty@insiderpub.io]
Sent: Wednesday, August 23, 2023 2:49 PM
To: Deputy Clerk ' < DeputyClerk@wisccourts.gov>
Cc: 'Clerk Of Courts@wisccourts.gov' <cofc@wisccourts.gov>
Subject: More training required?

Deputy Clerk,

So your clerk trainee amended the first two pages of my case document this morning.

Then she made three copies of the whole document, rather than just the amended pages, a seemingly wasteful and unnecessary step. In the process changed the supplemental materials from color (graphs and charts) to black and white.

I discovered this in time to fix that at the post office and sent it overnight to the defendant which as it turns out may not actually be overnight.

The postal clerk had to check with the Post Master by phone to find out, and it apparently says on the USPS computer with an asterisk that this may or may not actually be overnight for only $28.95.

And so the battle continues…

Lefty

From: lefty@insiderpub.io <lefty@insiderpub.io>
Sent: Wednesday, August 23, 2023 3:09 PM
To: Deputy Clerk ' < DeputyClerk@wisccourts.gov>
Cc: Clerk Of Courts@wisccourts.gov' <cofc@wisccourts.gov>
Subject: More training required?

Deputy Clerk,
I guess this email raises another question in my mind.
What material are you going to give the commissioner.
The color copies I provided to you or some scanned in black and white version?
Lefty

From: Deputy Clerk [mailto: Deputy Clerk@wisccourts.gov]
Sent: Thursday, August 24, 2023 9:56 AM
To: 'Lefty Insider' <lefty@insiderpub.io>
Subject: RE: [E] More training required?

Good morning Lefty,
Thank you for bringing that to my attention.
I still have your original filing and attachments so I scanned your original attachments including the colored copies with your Amended Summons and Complaint.
Have a good day!
Deputy Clerk

From: ACSO Civil [mailto:ACSOCivil@corporatevillage.com]
Sent: Friday, September 01, 2023 9:36 AM
To: lefty@insiderpub.io
Subject: Return of Service

Good morning,
Please see the following attached return of service for papers you requested us to serve. Please print a copy and take with you to your court date.
Thank you,
Civil & Warrants Unit
Corporate Village, Colorado 1000-30

From: lefty@insiderpub.io <lefty@insiderpub.io>
Sent: Friday, September 1, 2023 10:04 AM
To: Deputy Clerk ' < DeputyClerk@wisccourts.gov>
Subject: Return of Service

Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.

Shortly after Lefty filed the Summons and Complaint he received a phone call from a Charpectrum corporate attorney.

The offer made was $2500, (half of the lawsuit amount) to drop the case.

Lefty told him that it was no now and no later as well.

The attorney said that Lefty could always change my mind, but Lefty told him that this was just the beginning and what he had in mind was going to cost far more in legal fees than this offer in the long run.

He said that they were willing to do whatever it took to avoid a court hit on their record.

Lefty advised him that if that was the case, that they should just drop their opposition.

That buyout would have meant two years of free Internet, but it wouldn't have helped him or anyone else, and would not have done any good as it had not in the past.

Just how naïve and Quixotic that decision was, how much misplaced faith he had in the legal system, you will read in the following pages.

Besides, that abrupt ending would not have made for much of a story.

September 28, 2023

Small Claims Court Commissioner Attorney Over His Head
c/o Clerk of Court Office
County Courthouse

Commissioner,

Enclosed you will find a USB drive containing my digital disclosure documents for the pending SC Court case 23SC0xxx.

At the upcoming Nov. 8 hearing, I will be requesting my share of a one half day trial to allow me sufficient time to present evidence and gain witness testimony.

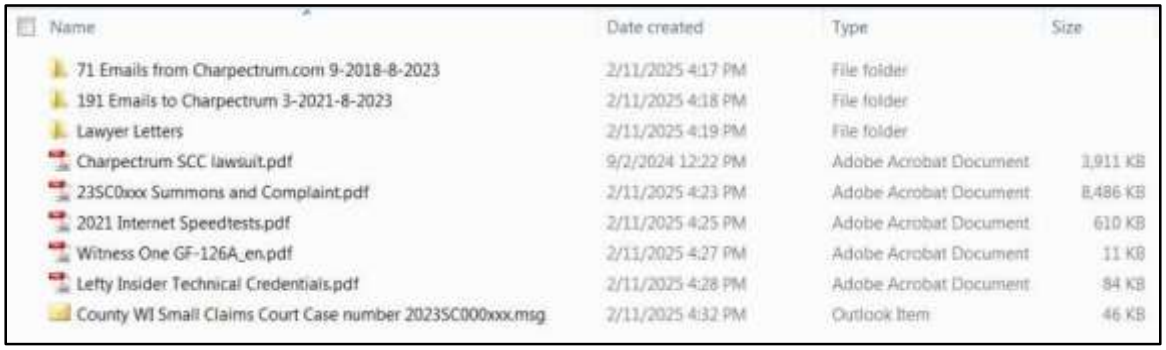
As you review these documents you will see that the evidence presented is quite extensive, and the witness testimony is a wild card for me as I cannot be sure of the timing of that.

These documents with a cover letter have been simultaneously delivered to the Defendant in this case, along with a subpoena duces tecum to obtain the witness testimony, and documents from one of Charpectrum employees.

Attachment: USB Drive Contents.jpg

CC: Charpectrum Communications, Inc.
Legal Response Operations Center (LEROC)

Thank You,
Lefty Insider
lefty@insiderpub.io



Name	Date created	Type	Size
71 Emails from Charpectrum.com 9-2018-8-2023	2/11/2025 4:17 PM	File folder	
191 Emails to Charpectrum 3-2021-8-2023	2/11/2025 4:18 PM	File folder	
Lawyer Letters	2/11/2025 4:19 PM	File folder	
Charpectrum SCC lawsuit.pdf	9/2/2024 12:22 PM	Adobe Acrobat Document	3,911 KB
23SC0xxx Summons and Complaint.pdf	2/11/2025 4:23 PM	Adobe Acrobat Document	8,486 KB
2021 Internet Speedtests.pdf	2/11/2025 4:25 PM	Adobe Acrobat Document	610 KB
Witness One GF-126A_en.pdf	2/11/2025 4:27 PM	Adobe Acrobat Document	11 KB
Lefty Insider Technical Credentials.pdf	2/11/2025 4:28 PM	Adobe Acrobat Document	84 KB
County WI Small Claims Court Case number 2023SC000xxx.msg	2/11/2025 4:32 PM	Outlook Item	46 KB

So Lefty mailed this usb drive to all parties involved. Little did he know that it would be sequestered by the court as they, despite written instructions to the contrary, were unwilling to accept digital data in this format. This digital evidence never made it into the court system at Small Claims Court, Circuit Court, Appeals Court, or the Supreme Court, as you will soon see. Whatever evidence is submitted at the lowest level is the only thing that counts, so by blocking Lefty's digital evidence at the start, they blocked it forever. This digital evidence was subsequently rejected at all levels of the court system. Screwed once, screwed forever.

From: Deputy Clerk [mailto: Deputy Clerk@wisccourts.gov]
Sent: Wednesday, September 13, 2023 8:50 AM
To: 'Lefty Insider' <lefty@insiderpub.io>
Subject: RE: Return of Service

Thank you.
Glad to see they were able to serve for you.
Have a good day!
Deputy Clerk

From: lefty@insiderpub.io <lefty@insiderpub.io>
Sent: Wednesday, September 13, 2023 9:38 AM
To: 'Deputy Clerk ' <DeputyClerk@wisccourts.gov>
Subject: RE: Return of Service

Deputy Clerk,
Assume we are all set for next week then?
Lefty

From: Deputy Clerk [mailto: Deputy Clerk@wisccourts.gov]
Sent: Wednesday, September 13, 2023 10:27 AM
To: 'Lefty Insider' <lefty@insiderpub.io>
*Subject: RE: Return of Service

Yes. The only other thing you may want to file is your receipt or invoice for service.
I would need a copy of that on file if court grants judgment and court costs in your favor.
Deputy Clerk

From: Deputy Clerk [mailto: Deputy Clerk@wisccourts.gov]
Sent: Wednesday, September 20, 2023 11:59 AM
To: 'Lefty Insider' <lefty@insiderpub.io>
Subject:

Hello Lefty,
You will need to bring your own computer to play your power point presentation. We have no way to project your presentation.
I would recommend that you print out a copy of your power point presentation. You can submit it as an exhibit to the court.

You will also need to send a copy to the other party as well. It is your responsibility to send a copy of anything that you file with the court to the other party.

You may find useful information in the self help guide listed under "services for the public" which can be found on the Circuit Court website: www.wisccourts.gov

If you are not satisfied with the outcome of your hearing set for 11-08-2023, you have 10 days to request a demand for trial.

It is at that point that a court trial would be scheduled before a judge. **It is also at that point that you can request a jury trial.**

I hope that this information helps.

Have a good day!

Small Claims Clerk

From: lefty@insiderpub.io <lefty@insiderpub.io>

Sent: Friday, September 22, 2023 12:22 PM

To: Deputy Clerk ' < DeputyClerk@wisccourts.gov>; Clerk Of Courts@wisccourts.gov' <cofc@wisccourts.gov>

Subject: Case 2023SC000xxx

Small Claims Clerk and Clerk of Courts,

I have obtained some free legal advice and am now aware that the commissioner has sole control over my case presentation.

I will present orally and visually as much as I can within the 30 minute time constraints and call no witnesses.

I have also become aware that the witness subpoena jurisdiction of the county court is limited to 100 miles. (one days ride on a horse?)

All remaining evidence and witnesses I would need to save to provide at a trial if necessary.

I will however be sending the defendant a Request to Produce Documents.

Thanks for your patience,

Lefty

From: lefty@insiderpub.io <lefty@insiderpub.io>

Sent: Thursday, September 28, 2023 10:48 AM

To: Deputy Clerk ' < DeputyClerk@wisccourts.gov>

Subject: RE: Case 2023SC000xxx

Deputy Clerk,

Three new mailing receipts today. Attached.

1. Courthouse, complaint docs
2. Subpoena
3. Defendant, complaint docs

$17.85 each.

Lefty

From: Deputy Clerk [mailto: Deputy Clerk@wisccourts.gov]
Sent: Thursday, September 28, 2023 10:58 AM
To: 'Lefty Insider' <lefty@insiderpub.io>
Subject: RE: Case 2023SC000xxx
Good morning Lefty,
Can you please mail or drop off at the Clerk of Court office any paperwork that you want filed into your case?
Documents should not be submitted via e-mail.
Thank you.
Deputy Clerk

Well isn't that just special. 30 years after email use became common, they are not yet up to speed on this technology.

From: Deputy Clerk [mailto: Deputy Clerk@wisccourts.gov]
Sent: Friday, September 29, 2023 3:52 PM
To: 'Lefty Insider' <lefty@insiderpub.io>
Subject: ELECTRONIC FILING OPTION
Hello Lefty,
I just wanted to make you aware that you have the option to become an "electronic filer" for your case.
I mailed to you the "Electronic Filing Notice" which includes your Pro se opt in code in case you are interested.
You should receive it in a couple of days.
There is a $20.00 fee to register as an electronic party.
Parties who register as electronic parties can file, receive, and view documents online through the court electronic filing website.
You can read more about this option by going to the website: www.wisccourts.gov and clicking on "electronic filing.
It is totally fine if you are not interested. I just thought it might be helpful.
Have a good weekend,
Small Claims Clerk

Yeah, thanks for rubbing some salt into that wound. Been there, done that. No thanks.

From: lefty@insiderpub.io <lefty@insiderpub.io>
Sent: Friday, September 29, 2023 4:43 PM
To: Deputy Clerk ‘ < DeputyClerk@wisccourts.gov>
Subject: RE: ELECTRONIC FILING OPTION

Deputy Clerk,
Yes I started with that way back when, but the system crashed and I lost everything I had input so I gave up on it.
Is that where you upload my documents are do you keep them local in the courthouse?
Lefty

From: Deputy Clerk [mailto: Deputy Clerk@wisccourts.gov]
Sent: Monday, October 02, 2023 9:14 AM
To: ‘Lefty Insider’ <lefty@insiderpub.io>
Subject: RE: ELECTRONIC FILING OPTION

Good morning Lefty,
Yes, that is where I enter and scan the documents filed with the Court.
Only electronic parties can view documents in their case.
Non-electronic parties can only see the documents filed in the case if they use the public access computers in the Clerk of Court office lobby.
You do not have to become an electronic filer or party. I just wanted to make you aware of that option if it would make things easier for you.
Attorneys are required to be electronic filers. Pro se litigants are not required to be electronic filers.
Deputy Clerk

From: lefty@insiderpub.io <lefty@insiderpub.io>
Sent: Wednesday, November 8, 2023 11:20 AM
To: Deputy Clerk ‘ < DeputyClerk@wisccourts.gov>
Subject: County WISC Small Claims Court Case number 2023SC000xxx
Deputy Clerk,
I just noticed that the document that I supplied to the court today was absent the sending metadata, this due to printing before sending.
Please use the enclosed version as it provided this necessary and important information.
Thanks,
Lefty

2023-2024 Court Documents

Member: The Harmonie Group
Attorney Rodney Q. Doofus
Dewey, Cheatem, and Howe S.C.

December 7, 2023

VIA ECF

The Honorable Circuit Court Judge Wannabe
County Small Claims Court

Re: Insider v. Charpectrum Communications, LLC
Case No. 23-SC-xxx
Dear Judge Wannabe:

Pursuant to the Court's order to further respond to plaintiff's subpoena/discovery request, Charpectrum Communications, LLC, supplements its response as follows:

Charpectrum policies regarding retention of emails and phone calls is: 90 days for emails and 120 days for phone calls. Therefore, Charpectrum has already produced all documentation in its possession with regard to responding to the communications requested in plaintiff's subpoena. **(demonstrably false)**

In order to fully comport with plaintiff's document requests, we are providing all—even though many were previously produced--e-mails, which plaintiff would already have, that are in Charpectrum's possession. Also being produced are all of the testing records, reports and graphs for the many times plaintiff's system was tested and retested and found to be delivering the speeds in which plaintiff was subscribed to. Please see multiple attachments provided – Charpectrum 0001-0136 are the documents previously produced; Charpectrum 0137-0337 are the supplemental documents being produced. **(demonstrably false)**

Charpectrum also objects to all of the requested video depositions requested by plaintiff in his prior correspondence to the Court. If the Court requires a formal Motion to Quash we will provide same based on the general grounds of Charpectrum will be providing a live witness at trial, Technical Operations Supervisor, who appeared at the initial court return date and who is the most knowledgeable about the circumstance of plaintiff account. Further, the several other persons Case 2023SC000xxx Document 57 Filed 12-07-2023 Page 1 of 15 identified for video-deposition is merely an attempt to harass and intimidate Charpectrum employees who have no probative information or relevant evidence for this proceeding. **(demonstrably false)**

Very truly yours,
Dewey, Cheatem, and Howe S.C.
Electronically Signed by Attorney Rodney Q. Doofus
Cc: Lefty Insider [via Email & U.S. Mail]
40435598_1.DOCX
Case 2023SC000xxx Document 57
Filed 12-07-2023
Page 2 of 15

STATE OF WISC COUNTY CIRCUIT COURT

LEFTY INSIDER,
Plaintiff,
v.
CHARPECTRUM COMMUNICATIONS, INC.,
Defendant.
Case No.: 23-SC-XXX

NOTICE OF APPEARANCE

PLEASE TAKE NOTICE that Attorney Rodney Q. Doofus, of the law firm of Dewey, Cheatem, and Howe S.C. has been retained by and appear for the defendant, Charpectrum Communications, LLC (incorrectly denominated as Charpectrum Communications, Inc.), in the above-entitled matter and hereby demands that copies of all pleadings in this action be served upon our offices at 123 Lawsuit Lane, Litigateville, WISC 54321 or via this Court's electronic filing system.

Dated this 11th day of December, 2023.

Dewey, Cheatem, and Howe S.C..
Attorneys for Defendant,
Charpectrum Communications, LLC

Electronically Signed by Attorney Rodney Q. Doofus
State Bar No. 6666666
123 Lawsuit Lane, Litigateville, WISC 54321
rdoofus@lawfirm.com
40491842_1.DOCX
Case 2023SC000xxx Document 66 Filed 12-11-2023
Page 1 of 1
FILED
12-11-2023
Clerk of Circuit Court
2023SC000xxx

Member: The Harmonie Group
Attorney Rodney Q. Doofus
rdoofus@lawfirm.com

December 19, 2023
VIA ECF

Court Commissioner Attorney Over His Head
County Small Claims Court

Re: Insider v. Charpectrum Communications, LLC
Case No. 23-SC-xxx

Dear Commissioner Attorney Over His Head:

In spite of the Court's recent communication [Dkt 72], the plaintiff has now filed yet again multiple documents in what we believe to be in violation essentially of the Court's intent as set forth in its prior correspondence to the parties. Therefore, we will not be replying to these additional submissions and will instead, as the Court instructed, be there on January 5, 2024 for this hearing.

Very truly yours,
Dewey, Cheatem, and Howe S.C.
Electronically Signed by Attorney Rodney Q. Doofus

Cc: Lefty Insider [via Email & U.S. Mail]
40530293_1.DOCX

Oh no! Lefty was trying to introduce more firsthand factual evidence to be ignored by the court?

There is an old adage among lawyers that says:

> *"If you have the facts on your side pound the facts; if you have the law on your side pound the law; if you have neither the facts nor the law, pound the table."* [7]

This Lefty Insider Plaintiff has been pounding the facts in this case, and the Charpectrum Defendants outside counsel is consistently, and mostly inappropriately, and very rudely verbally pounding the table in this case.

[7] *https://fordhaminstitute.org/national/commentary/pound-table*

STATE OF WISC COUNTY CIRCUIT COURT

LEFTY INSIDER,
Plaintiff,
v.
CHARPECTRUM COMMUNICATIONS, INC.,
Defendant.
Case No.: 23-SC-XXX

DEFENDANT'S WITNESS LIST

Pursuant to the Court's order at the November 8, 2023 hearing, the parties were to name witnesses by December 22, 2023. Defendant Charpectrum Mid-America, LLC (incorrectly denominated as Charpectrum Communications, Inc.), by its attorneys, Dewey, Cheatem, and Howe S.C., hereby advise Plaintiff that it reserves the right to call any or all of the following witnesses to testify at trial:

1. Mr. Lefty Insider

Mr. Insider will be called adversely to testify regarding the facts and circumstances surrounding Plaintiff's allegations and claimed damages.

2. Technical Support Supervisor Manager
Charpectrum Mid-America, LLC

This witness will be called to testify regarding the facts and circumstances surrounding Plaintiff's allegations and claimed damages.

3. Any or all of the witnesses identified or to be identified by the other parties herein.

4. Any necessary rebuttal witnesses.

Dated this 20th day of December, 2023.
Dewey, Cheatem, and Howe S.C.
Attorneys for Defendant, Charpectrum Mid-America, LLC
Electronically Signed by Attorney Rodney Q. Doofus
State Bar No. 6666666
123 Lawsuit Lane,
Litigateville, WISC 54321
dcah@lawfirm.com
40436084_1.DOCX

STATE OF WISC CIRCUIT COURT	**Amended Motion** (to site additional Wisc. State Statutes) **for an Evidentiary Hearing**
LEFTY INSIDER **Plaintiff,** **versus.** **CHARPECTRUM COMMUNICATIONS, INC.** **dba Charpectrum Mid-America, LLC** **Defendant.**	
Circuit Court Judge/Circuit Court Commissioner, Clerk of Circuit Court	**Case No. 2023-SC-xxx**

Distribution:
Name Dewey, Cheatem and Howe, S.C. dcah@lawfirm.com

The plaintiff requests an evidentiary hearing based on the following conditions and Wisc State statutes as indicated below.

1. The defendant, Charpectrum Communications, Inc. has been deficient in compliance with the plaintiffs Request to Produce Documents discovery document request referenced in the plaintiff Discovery Motion dated 12/4/2023
2. The defendant, Charpectrum Communications, Inc. has been deficient in compliance with witness testimony duces tecum referenced in the plaintiffs witness request referenced in the plaintiff's Witness Motion also dated 12/4/2023
3. The defendant, Charpectrum Communications, Inc. has been deficient in compliance with the production of corporate email retention policy per the plaintiff Motion to Compel Defendant's production of corporate email retention policy dated 12/15/2023
4. This plaintiff also requests a court review of Plaintiffs Response To The Courts Decision And Order dated the 5th day of February, 2024 which addresses these deficiencies and their impact on the plaintiff's prior inability to present the required facts and evidence into the court hearing
5. This plaintiff also requests a court review of Plaintiff's Combined Response Brief In Opposition To Defendant's Motions To Quash Or Render Inoperable, Witness Document Discovery Requests, Witness Testimonies, And Motion For A Pre-Hearing Conference dated December 13, 2023

   As the SCC Commissioner orally denied/deferred this plaintiff's prior motions on these issues, the plaintiff now respectfully requests a written ruling from the court as to its position regarding the above illuminated plaintiff prior motions.

   These rulings are necessary and required with all due expediency to allow the plaintiff to properly prepare a case prior to the currently scheduled 3/28/2024 court date in order to prevent an unnecessary postponement.

Wisc. State Statute References:
Wisc court Evidentiary Hearing Evidentiary hearings, 807.13 (2)
807.13 Telephone and audiovisual proceedings.

(2) Evidentiary hearings. In civil actions and proceedings, including those under chs. 48, 51, 54, and 55, the court may admit oral testimony communicated to the court on the record by telephone or live audiovisual means, subject to cross-examination, when:
2. Whether the proponent has been unable, after due diligence, to procure the physical presence of the witness;

Wisc. Stat. Section 971.31 - Motions before trial

(1) Any motion which is capable of determination without the trial of the general issue may be made before trial.

804.12 Failure to make discovery; sanctions.

804.01 General provisions governing discovery.

Lefty Insider

Signature

Lefty Insider

Print or Type Name

lefty@insiderpub.io

3/6/2024

Note: A copy of this request must be served by mail on all other parties.

Member: The Harmonie Group
Attorney Rodney Q. Doofus
Dewey, Cheatem, and Howe S.C.
123 Lawsuit Lane
Litigateville, WISC 54321

March 5, 2024
VIA E-FILING

Honorable Circuit Court Judge Wannabe
County Circuit Court

RE: Insider v. Charpectrum Communications, Inc.
Case No. 2023SC000xxx

Dear Judge Wannabe:

We are in receipt of plaintiff's Motion for Evidentiary Hearing [Dkt 100]. Please consider this letter as defendant's response to same.

Defendant previously filed a Motion and Brief to Quash Depositions on December 13, 2023 [Dkt 69 and 70]. Defendant also previously filed a Combined Response Brief in Opposition to Plaintiff's Motions to Compel, et al. [Dkt 71]. We would reiterate our position in said motions and will not be filing anything additional to plaintiff's current motion, as it would be redundant to file anything additional at this point. Also of note is the Small Claims Court Commissioner denied all of these motions previously brought by plaintiff, they were not deferred.

Very truly yours,

Electronically Signed
Dewey, Cheatem, and Howe S.C.
123 Lawsuit Lane
Litigateville, WISC 54321

cc: Lefty Insider (via Email & U.S. Mail)
40830xxx_1.DOCX

Actually the motions were deferred to Circuit Court as Lefty was in the room. It is unfortunate (and perhaps planned) that there are no transcripts of Small Claims Court hearings.

When Lefty later called the Court Clerk to schedule this hearing, he was told that the judge "would deal with him" at the next hearing.

Just another case where a judge can ignore State Statutes when it is desirable for him.

STATE OF WISC, CIRCUIT COURT	
LEFTY INSIDER Plaintiff, **versus.**	**Motion for Change of court room venue**
CHARPECTRUM COMMUNICATIONS, INC. **dba Charpectrum Mid-America, LLC Defendant.**	Case No. 2023SC000xxx

(Name of party making motion) _ **Lefty Insider**, the Appellant moves the court, pursuant to

Wisc Statutes:

799.11 Procedure in small claims actions

801.50 Venue in civil actions or special

801.51 Challenges to improper venue

801.52 Discretionary change of venue

801.53 Determination of motion for change of venue

proceedings as follows:

It is the contention of the plaintiff that this motion meets the requirements for change of venue to ensure that this case is heard in the best physical location. Changing this venue from Small Claims court to Circuit court will, the plaintiff contends, allow and ensure adequate courtroom facilities to allow the full and complete presentation of plaintiff's case. To adequately present this case in the most advantageous and necessary manner, the plaintiff requires the ability to provide Enhanced Evidence. The Pro Se plaintiff will need to call up documents, videos and other exhibits on the fly as well as provide additional emphasis through zooming, highlights and other markups to explain evidence to a judge and/or jury.

This Digital Trial Presentation will also allow for portions of depositions or exhibits to be edited or redacted prior to presentation to the court. In addition, this will provide the ability to rapidly access exhibits and witness testimony.

More specifically, using the plaintiff's table computer, this will include the following:

1. Display and interact repeatedly and continuously with self-created and previously published textual, audio, video, and graphically illustrated and animated content
2. Display and interact repeatedly and continuously with defendant produced discovery materials
3. Require that this display presentation will need to be in full view of the judge, physically present and teleconferenced witnesses, a court audience, any Media present in the courtroom, and a potential jury
4. Acknowledges that this capability will require several display screens and wireless network connectivity currently not available in Small Claims Court Room B-15 of the County courthouse

Date: 12/4/2023

Lefty Insider Signature Lefty Insider Print or Type Name lefty@insiderpub.io

This completed form must be *filed* with the clerk of the Court of Appeals, and copies must be served upon opposing counsel and/or parties.

STATE OF WISC, COUNTY CIRCUIT COURT,	**Motion for the addition of a Pro se clerical assistant to this case**
LEFTY INSIDER **Plaintiff,** **versus.** **CHARPECTRUM COMMUNICATIONS, INC.** **dba Charpectrum Mid-America, LLC** **Defendant.**	**Case No. 2023-SC-xxx**
Circuit Court Judge/Circuit Court Commissioner	

Distribution:
Name Dewey, Cheatem and Howe, S.C. dcah@lawfirm.com

The plaintiff respectfully requests the court to allow the addition of a Pro se clerical assistant to this case to assist with the delivery and display of analog (paper) evidence materials, and the display of evidence charts in the courtroom.
This assistant is the spouse of the plaintiff.

Lefty Insider
Signature

Lefty Insider
Print or Type Name

lefty@insiderpub.io
3/15/2024

Note: A copy of this request must be served by mail on all other parties.

STATE OF WISC COUNTY CIRCUIT COURT	**Motion to request the addition of supplemental courtroom visual aid equipment**
LEFTY INSIDER **Plaintiff,** **versus.** **CHARPECTRUM COMMUNICATIONS, INC.** **dba Charpectrum Mid-America, LLC** **Defendant.**	**Case No. 2023-SC-xxx**
Circuit Court Judge/Circuit Court Commissioner	

Distribution:
Name Dewey, Cheatem and Howe, S.C. dcah@lawfirm.com

The plaintiff respectfully requests the court to allow the addition of supplemental courtroom visual aid equipment to allow display of digital graphic, video, audio, and textual evidence for the ease of projection and manipulation of a PowerPoint slide deck

- The plaintiff asks a 60-80 inch display screen on a mobile cart in close proximity to the jury box
- The plaintiff also asks for a means of displaying analog (paper) chart evidence materials in the courtroom on a tripod in close proximity to the jury box.
- The plaintiff also asks for a document camera to provide digital display of paper documents onto the aforementioned 60-80 inch display screen

Rationale

1. The plaintiff's case consists primarily of digital visual graphical test data and charts. As such, and in an effort to promote judicial efficiency by shortening the time required for presentation, it is essential that the plaintiff be able provide this information to a jury in the most visually comprehensible manner possible.
2. The existing courtroom video conference display screen is too distant from the jury box to be visually legible, and will also be required for simultaneous witness testimony display, if allowed.
3. A document camera will allow the jury to see evidence without the need to pass paper copies to the jurors.

References

1. *"Courtroom technology has a future in American trials. In fact, effective and proper use of electronic support usually shortens trial."* https://www.bosglazier.com/courttech.htm
2. Courtroom Technology Automated Evidence Presentation https://www.wiwd.uscourts.gov/courtroom-technology
3. Electronics and Cameras in the Courtroom https://www.wiwd.uscourts.gov/electronic-and-cameras-courtroom

U.S. Department of Justice Office of Justice Programs National Institute of Justice - Digital Evidence in the Courtroom 211314.pdf

VI. Presenting complicated and technical issues

B. Use pictures, drawings, and/or graphs to demonstrate complex systems or concepts https://www.ojp.gov/pdffiles1/nij/211314.pdf

C. Build the knowledge of the jury through the opening statement and each successive layer of witnesses' testimony.

1. *Introduce jurors to simple concepts, explain those concepts in detail, and then move to more complex issues that rely on understanding the initial concepts.*

7. Presentation Tools in the Courtroom

Modern courtrooms are becoming more technologically advanced. Defense lawyers use presentation software, electronic document management systems, and other digital tools to present their cases more effectively. This technology can help make complex legal arguments more accessible and understandable to judges and juries.
https://johndrogerslaw.com/criminal-defense-in-the-digital-age-how-technologies-transformed-legal-strategies/#7_Presentation_Tools_in_the_Courtroom

Virtual Evidence in the Courtroom, Dr. Damian Schofield

Any visualization or graphic can potentially be a valuable aid to help construe and convey a large amount of complex information. An American judge, C.B. Rubin (1993), highlighted the problem of retaining the interest of the jurors when he stated:

'It isn't difficult to tell when jurors have lost interest . . . Such wandering attention is much less likely in a paperless trial, because the evidence is presented in a format jurors are used to watching . . . I have noticed repeatedly that when a document is displayed on the monitors, the jurors sit up and pay attention. Such attention is far greater than that given to a document which they cannot see as it is being discussed by the attorney and the witnesses

This comment illustrates the perceived need to reduce lengthy verbal explanations and increase the use of visual tools for a media-literate modern audience. This, in turn, offers a lawyer the possibility of improving the capacity of a jury to retain the evidence they present, to maintain their interest in the proceedings, and to allow the jury to understand the nature of the case more fully.
https://www.academia.edu/62171881/Virtual_Evidence_in_the_Courtroom

Precedent

In some jurisdictions plaintiffs and defendants are allowed to rent visual display equipment from the court, or bring in from outside the court.
https://www.firstlegal.com/trial-support-services/trial-equipment-rental/

See example courtroom photos below.

Large display monitor and tripod

Document camera - Local County Courthouse in WISC

Signature

Lefty Insider

Signature

Lefty Insider

Print or Type Name

lefty@insiderpub.io
3/15/2024

Note: A copy of this request must be served by mail on all other parties.

Apparently according to the local court rules, the judge does not need to rule on, or even acknowledge any Motions made to the court. This was the case here, unless you include the judge berating Lefty in a hearing by his bloviating, insulting, inappropriate, and condescending statements "*that you are not a lawyer, you just think you are"* as being a ruling.

November 8, 2023 Hearing

Pre-hearing machinations

STATE OF WISC COUNTY CIRCUIT COURT

LEFTY INSIDER,
Plaintiff,
v.
CHARPECTRUM COMMUNICATIONS, INC.,
Defendant.

Case No.: 23-SC-XXX

NOTICE OF MOTION AND MOTION TO QUASH DEPOSITIONS

TO: LEFTY INSIDER
42 No Decent Internet Drive
Exploited, WISC 500-30

PLEASE TAKE NOTICE that Defendant Charpectrum Mid-America, LLC (incorrectly denominated as Charpectrum Communications, Inc.), by its attorneys, Dewey, Cheatem, and Howe S.C., will bring a Motion to Quash the Depositions of Principal Network Engineer, Sr. Legal and Regulatory Advisor, VP of Operations, and Technical Supervisor Mgr., pursuant to Wisc. Stat. § 804.01(3), before the Honorable Small Claims Court Commissioner Attorney Over His Head at the County Courthouse, at a time and date to be set by the Court or as soon thereafter as counsel can be heard, and will move the Court for the relief sought in this motion. As is set forth more fully in the brief accompanying this motion, the depositions sought by Plaintiff would be unduly burdensome and unduly costly to Defendant and the requested deponents.

Case 2023SC000xxx Document 69 Filed 12-13-2023 Page 1 of 2
FILED 12-13-2023
Clerk of Circuit Court

Dated this 13th day of December, 2023.

Dewey, Cheatem, and Howe S.C..
Attorneys for Defendant, Charpectrum Mid-America, LLC
Electronically signed by Attorney Rodney Q. Doofus
State Bar No. 6666666
Attorney Rodney Q. Doofus
State Bar No. 1125047
123 Lawsuit Lane, Litigateville, WISC 54321
Case 2023SC000xxx Document 69 Filed 12-13-2023
Page 2 of 2

STATE OF WISC CIRCUIT COURT

LEFTY INSIDER,
Plaintiff,
v.
CHARPECTRUM COMMUNICATIONS, INC.,
Defendant.
Case No.: 23-SC-xxx

DEFENDANT'S BRIEF IN SUPPORT OF MOTION TO QUASH DEPOSITIONS

Defendant Charpectrum Mid-America, LLC (incorrectly denominated as Charpectrum Communications, Inc.), by its attorneys, Dewey, Cheatem and Howe, S.C., respectfully file this brief in support of its motion to quash plaintiff's request for discovery depositions, or in the alternative, for a protective order.

LEGAL STANDARD

Motions to quash regarding discovery depositions are governed by Wisc. Stat. § 804.01(3), which reads in relevant part:

(3) Protective Orders

(a) Upon motion by a party or by the person from whom the discovery is sought, and for good cause shown, the court may make any order which justice requires protecting a party from annoyance, embarrassment, oppression, or undue burden or expense, including but not limited to one or more of the following:

1. That the discovery not be had;

2. That the discovery may be had only by specifying terms, including time and place or the allocation of expenses, for the disclosure or discovery;

3. That the discovery may be had only by a method of discovery other than that selected by the party seeking discovery.

Case 2023SC000xxx Document 70 Filed 12-13-2023 Page 1 of 6

FILED
12-13-2023
Clerk of Circuit Court
2023SC000xxx

2 Wisc. Stat. § 804.01(3)(a)(1–3). The statute further provides that, if the motion is granted, Wisc. Stat. § 804.12(c) applies to an award of expenses incurred in relation to the motion. Wisc. Stat. § 804.01(3)(b). Accordingly, if this motion is granted, the Court shall, after an opportunity for a hearing, "require the party . . . whose conduct necessitated the motion . . . to pay the moving party the reasonable expenses incurred in obtaining the order, including attorney fees, unless the court finds that the opposition to the motion was substantially justified, or that other circumstances make an award of expenses unjust." Wisc. Stat. § 804.12(1)(c)(1).

ARGUMENT

Plaintiff seeks the depositions of the following individuals: (1) Principal Engineer; (2) Sr. Director, Law – Regulatory; (3) Area VP; and (4) Technical Support Mgr. Supervisor. *See* Doc. No. 54 at 2. Moreover, Plaintiff requests that each individual provide certain documentation at the time of the deposition. *See*

id. Simply put, the depositions sought by Plaintiff are oppressive, unduly burdensome, and unduly costly, and therefore, should be quashed.

A. Principal Engineer No Longer Works for Defendant.

At the outset, Principal Engineer no longer works for Defendant, and his last day of employment with Defendant was June 27, 2023. Accordingly, Defendant has no authority or ability to produce him for a deposition. As such, Plaintiff would be required to serve a subpoena to compel his attendance at a deposition. Therefore, Defendant requests that the Court quash the deposition of Principal Engineer.

B. The Depositions of (2) Sr. Director, Law – Regulatory; and (3) Area VP; would be Disproportionate to the Needs of the Case and Impose Undue Burden and Expense on Defendant and the Deponents.

Plaintiff's requests to depose these individuals are wholly disproportionate to the Case 2023SC000xxx Document 70 Filed 12-13-2023 Page 2 of 6 and would cause undue burden and expense to Defendant and the deponents, and serve to do nothing more than intimidate and harass Defendant's employees. Sr. Director, Law – Regulatory has no personal knowledge of Plaintiff's claim, and the Area VP has no independent knowledge of Plaintiff's claim, aside from the testing that was performed at Plaintiff's home.1 *See* Doc. No. 60 at 4–5. Moreover, the positions and locations listed by Plaintiff aptly demonstrate this. *See id.* The Senior Director with Defendant, focused on regulatory law, and is located in Colorado, and the Area Vice President is located in Madison, Wisc. It should be quite obvious that an engineer and senior director of law located in Colorado, alongside an area Vice President located in Madison, do not have specific knowledge with respect to a single individual's claim that their Internet service is not as fast as represented. In other words, depositions of these three individuals would be a waste of the deponents' time, Plaintiff's time, and the parties' resources. There is simply no need for the parties to waste countless hours and dollars conducting depositions of individuals who have absolutely no information relevant to Plaintiff's claim.

This is further bolstered by the fact that Plaintiff's entire claim totals just $4,904.67. Were the depositions of these two individuals to be permitted, the parties would likely expend far more than the total value of Plaintiff's claim simply preparing for and conducting the depositions. In light of the fact that none of the requested deponents have specific or independent knowledge of the facts surrounding Plaintiff's claim, this renders the requested depositions unduly burdensome and unduly costly. Moreover, the depositions would serve to do nothing more than harass and oppress those involved. They would need to take time out of their busy schedules to prepare for and attend a deposition regarding a matter of which they have no specific knowledge

It should be noted that Defendant provided Plaintiff with all relevant testing data in its most recent production, meaning Plaintiff would not obtain any additional information related to the testing by deposing these individuals.

In short, these are the exact types of requested depositions that Wisc. Stat. § 804.01(3) are meant to prevent. Accordingly, Defendant respectfully requests that the Court quash the depositions of Sr. Director, Law – Regulatory; and Area VP.

C. The Deposition of Technical Support Mgr. Supervisor would be Unduly Burdensome and Costly to Defendant and the Deponent.

With respect to Technical Support Mgr. Supervisor, Defendant objects on the ground that Technical Support Mgr. Supervisor will be provided as a live witness

at the hearing on January 5, 2023. With the hearing less than a month away, there is simply no reason that Technical Support Mgr. Supervisor must be deposed prior to the hearing date, as Plaintiff will be able to elicit all necessary testimony at the hearing. The Technical Support Supervisor Manager will be prepared to answer Plaintiff's questions at that time, and there is no reason that Technical Support Supervisor Mgr.'s. testimony must be preserved given the short amount of time in which the hearing will be held. Accordingly, permitting the deposition of the Technical Support Supervisor Mgr. would be unduly burdensome and unduly costly to Defendant and the deponent. Again, in light of the fact that Plaintiff's claim totals just under $5,000.00, there is simply no reason that Defendant, Technical Support Mgr. Supervisor, and Plaintiff should incur substantial additional expense conducting a deposition that can effectively occur on the date of the hearing.

D. Defendant has Provided All Documents Related to Plaintiff's Claim.

In addition to requesting the depositions of the three witnesses, Plaintiff also requested that the individuals produce certain documents at the time of their deposition. *See* Doc. No. 54 at 2. However, as Defendant explained in its December 7, 2023 cover letter to the Court, and as is further emphasized in Defendant's contemporaneously filed brief in response to Plaintiff's various motions, Defendant has produced *all* responsive documents related to Plaintiff's claim. *See* Doc. No. 57 at 1. There is simply nothing more for Defendant to produce.

Case 2023SC000xxx Document 70 Filed 12-13-2023 Page 4 of 6

Accordingly, the document requests contained in Plaintiff's requests for the depositions of the above-identified deponents should also be quashed.

E. In the Alternative, Defendant Moves for a Protective Order Limiting Discovery.

To the extent the Court believes that certain information from the above-identified individuals is discoverable, and to be clear, it should not, Defendant seeks a protective order pursuant to Wisc. Stat. § 804.01(3)(a)(3), limiting Plaintiff's discovery to a limited number of targeted interrogatories to each individual. Such an order would minimize the burden and expense upon Defendant and the individuals considerably, and alleviate concerns that the parties will simply expend more than Plaintiff's claim is worth by conducting four costly depositions.

F. Defendant is Entitled to Costs and Actual Attorney's Fees in Bringing this Motion.

As was stated above, Wisc. Stat. §§ 804.01(3)(b) and 804.12(1)(c) provide that, if Defendant's motion is successful, Defendant is entitled to its reasonable expenses incurred in obtaining the order, including attorney's fees. Accordingly, if the Court grants this motion, Defendant requests that it be awarded its reasonable expenses and attorney's fees incurred in making this motion. Plaintiff's repeated filings and unreasonably requests for depositions have forced Defendant to incur substantial costs in responding to Plaintiff's filings and making this motion.

CONCLUSION

For all of the foregoing reasons, Defendant respectfully requests that the Court grant this motion and quash the depositions and document requests made by Plaintiff. Moreover, Defendant requests that the Court grant Defendant its reasonable expenses and attorney's fees incurred in making this motion.

Case 2023SC000xxx Document 70 Filed 12-13-2023 Page 5 of 6

Dated this 13th day of December, 2023.

Dewey, Cheatem, and Howe, S.C.

Attorneys for Defendant, Charpectrum Mid-America, LLC

Case 2023SC000xxx Document 70 Filed 12-13-2023 Page 6 of 6

DEFENDANT'S COMBINED RESPONSE

STATE OF WISC CIRCUIT COURT

LEFTY INSIDER,
Plaintiff,
v.
CHARPECTRUM COMMUNICATIONS, INC.,
Defendant.

Case No.: 23-SC-xxx

DEFENDANT'S COMBINED RESPONSE BRIEF IN OPPOSITION TO PLAINTIFF'S MOTIONS TO COMPEL, MOTION FOR CHANGE OF COURT VENUE, AND MOTION FOR A PRE-HEARING CONFERENCE

Defendant Charpectrum Mid-America, LLC (incorrectly denominated as Charpectrum Communications, Inc.), by its attorneys, Dewey, Cheatem and Howe, S.C., respectfully file this combined response brief in opposition to Plaintiff's Motions to Compel (Doc. Nos. 52 & 54), Motion for Change of Court Venue (Doc. No. 56), and Motion for a Pre-Hearing Conference (Doc. No. 67).

ARGUMENT

A. Plaintiff's Motion to Compel the Production of Documents

On December 7, 2023, Plaintiff filed a "Motion for A court ruling to compel Defendant compliance with Plaintiff Request to Produce Documents discovery." *See* Doc. No. 52. Condensing Plaintiff's eleven contentions into something slightly more digestible, Plaintiff asserts that Defendant's production was unorganized, included unacceptable redactions and numerous duplicates, and failed to provide certain internal communications. *See id.* at 2. Plaintiff's supporting affidavit simply restates these arguments. *See* Doc. No. 53. As a whole, it appears that Plaintiff is primarily concerned that he did not receive "internal written communications or any internal test data, email, voice or Zoom/Teams, social media, text messaging, or other internal multimedia communications," or certain communications from the employees requested. Doc. No. 52 at 2.

However, and also on December 7, 2023, Defendant filed with the Court, and provided to Plaintiff, a supplemental production of documents. *See* Doc. Nos. 57–64. As the cover letter with those submissions explained, Defendant has produced "all documentation in its possession" with respect to the communications sought by Plaintiff. Doc. No. 57 at 1. Likewise, Defendant indicated that it was producing all "testing records, reports and graphs" with respect to Plaintiff's system. *Id.* To

date, Defendant has produced 337 pages of documents to Plaintiff. These 337 pages of documents contain the *entirety* of Defendant's file regarding Plaintiff, including all internal communications, testing reports, and any other documents related to Plaintiff's subscription and complaints regarding his Internet speeds. Simply put, there is nothing left for Defendant to produce.

Despite this thorough and compliant production, Plaintiff continues to assert that Defendant has not complied with his discovery requests. *See* Doc. No. 68. He contends that Defendant has sent "unhelpful duplicate customer outgoing emails and not [its] internal emails and data as requested." *Id.* He further argues that the test data Defendant provided was sent "without context and is thus not understandable." *Id.* Again, Defendant has provided *all* of the documents in its possession related to Plaintiff's claim. Plaintiff's misguided belief that there are, or must be, additional documents is not supported by any evidence, or anything else, in the record. Moreover, the fact that Defendant provided the test data "without context" is not improper. Plaintiff requested

1 Plaintiff briefly asserts that Defendant is in violation of Sarbanes-Oxley Act of 2002 by failing to abide by a seven-year retention policy with respect to the information relevant to this matter. However, that requirement exists only with respect to certain records relevant to audits and reviews documents, and Defendant provided those documents. Neither Plaintiff's requests, nor Wisc law, require Defendant to provide explanations or analyses regarding the documents produced. If Plaintiff wishes to obtain additional information regarding the documents, he is free to elicit testimony during the hearing.

Finally, Defendant's repeated complaints with respect to duplicitous documents and minor redactions are not persuasive. As Defendant explained in its recent cover letter, Defendant chose to provide previously-produced documents in order to "fully comport with plaintiff's document requests[.]" Doc. No. 57 at 1. No doubt, had Defendant removed duplicative documents and communications, Plaintiff would have pointed out such a failing. Defendant cannot be faulted for simply producing what Plaintiff requested it produce. With respect to redactions, it is true that Defendant redacted names of certain upper-level management within the company so as to provide those individuals a modicum of confidentiality. Given their positions, and given that these upper-level managers have no specific knowledge of Plaintiff's claim, redaction of their names was necessary to prevent unnecessary harassment of Defendant's employees.

In sum, Plaintiff's motion to compel production of documents (Doc. No. 52) should be denied in its entirety. Defendant has produced each and every document within its possession related to Plaintiff's claim—it has no more to produce, and therefore, cannot be compelled to produce, or create, anything. Therefore, Defendant respectfully requests that Plaintiff's motion be denied in its entirety.

B. Plaintiff's Motion to Compel Certain Depositions

On December 7, 2023, Plaintiff also filed a "Motion for A court ruling to compel Defendant compliance with Plaintiff Request to produce Witnesses for a hearing and duces tecum for discovery purposes." Doc. No. 54. His motion requests that the Court "compel witness testimony duces tecum" with respect to four of Defendant's employees: Again, Plaintiff's affidavit simply restates his request. *See* Doc. No. 55.

Defendant objects to the depositions of the above-identified employees. Accordingly, Defendant has contemporaneously filed a Motion to Quash these depositions. For the reasons set forth in that motion, Defendant respectfully requests that the requested depositions be quashed, and that Plaintiff's motion to compel the depositions be denied.

C. Motion for Change of Court Venue

Plaintiff has filed a "Motion for Change of court venue." *See* Doc. No. 56. Plaintiff asserts that this matter needs to be heard in the "best physical location," and that changing venue in this matter from "Small Claims court to Circuit court will . . . allow and ensure adequate courtroom facilities to allow the full and complete presentation" of Plaintiff's case. *Id.* at 1. In essence, Plaintiff asserts the need for a courtroom that will allow him to utilize computers, display screens, and Internet connectivity. *See id.* at 2.

To the extent Plaintiff simply wishes to utilize a different courtroom to present his case, Defendant has no objection to moving the hearing to a larger and/or better equipped courtroom that will allow Plaintiff to present his case as desired. However, to the extent Plaintiff is requesting that this matter be reassigned from Small Claims Court to a full-blown civil proceeding before the Circuit Court, Defendant objects on the basis that there are simply no grounds for such a reassignment. This Court is more than capable of resolving this matter. Accordingly, Defendant does not object to his matter proceeding to a hearing in a larger and/or better equipped courtroom, but objects to the extent that Plaintiff desires that this matter be reassigned to Circuit Court.

D. Plaintiff's Motion for a Pre-Hearing Conference

Finally, and on December 11, 2023, Plaintiff filed a "Motion for A Pre-Hearing Conference." *See* Doc. No. 67. Plaintiff asserts that such a hearing should be held after December 22, 2023, but prior to the hearing date on January 5, 2024. *Id.* at 1. He asserts that the hearing is necessary to resolve purported discovery issues, witness testimony, and venue accommodations. *Id.* In other words, Plaintiff seeks a hearing on the motions responded to above. *See id.*

Such a hearing is neither necessary, nor a wise-use of judicial economy. Plaintiff's motions are simple, and Defendant has now responded to each of Plaintiff's contentions. As a result, this Court is well-positioned to issue a ruling on Plaintiff's motions without the expenditure of valuable judicial resources or additional time and money by the parties. As has been explained above, Defendant has provided to Plaintiff all of the documents that it has and has no objection to moving the hearing in this matter to a different courtroom that allows for the use of technology. Accordingly, there is no need for a hearing on these matters. Moreover, Defendant has contemporaneously filed a Motion to Quash certain depositions requested by Plaintiff. And again, the Court is more than capable of rendering a decision on that motion without the need for a resource-consuming hearing. Accordingly, Defendant requests that the Court deny Plaintiff's motion for a pre-hearing conference, and allow this matter to proceed to its presently scheduled hearing date of January 5, 2024.

Dated this 13th day of December, 2023.

Dewey, Cheatem, and Howe, S.C.

Attorneys for Defendant, Charpectrum Mid-America, LLC

STATE OF WISC CIRCUIT COURT

Case No.: 23-SC-xxx
LEFTY INSIDER,
Plaintiff,
v.
CHARPECTRUM COMMUNICATIONS, INC.,
Defendant.

PLAINTIFF'S COMBINED RESPONSE BRIEF IN OPPOSITION TO DEFENDANT'S MOTIONS TO QUASH OR RENDER INOPERABLE, WITNESS DOCUMENT DISCOVERY REQUESTS, WITNESS TESTMONIES, AND MOTION FOR A PREHEARING CONFERENCE

ARGUMENTS

A. Production of documents

"Defendant has produced "all documentation in its possession" with respect to the communications sought by Plaintiff.

Simply put, there is nothing left for Defendant to produce."

These arguments are conflicted by Defendant's own submission of Document 24, Page 5 of 14 which clearly shows redacted test data and does not include the previous pages of the email 1-4. Redacted data continues on Page 11 of 14, Document 35, 11 of 14.

This argument is also rendered inoperable by Defendant's own submission Document 24 Page 7 of 14 which clearly shows a test meter photo taken outside the Plaintiff's residence, but does not include those taken of the test meter inside_ the residence by the Technical Supervisor as was personally witnessed by the Plaintiff.

"Given their positions, and given that these upper-level managers have no specific knowledge of Plaintiff's claim, redaction of their names was necessary to prevent unnecessary harassment of Defendant's employees."

Many of these so-called _upper-level managers_ were sent or copied on emails directly from the requested witnesses and the Plaintiff and thus did in fact have specific knowledge of this complaint. (See Plaintiff discovery email submissions). This is yet again, another charge by the Defendant's attorney of slanderous, contrived and the imagined motives of the Plaintiff. This is an insult to the court in the Plaintiff's view. This is also a demonstration of the limitations in this attorneys understanding, purposeful or not, and complete comprehension of the provided discovery materials from the Plaintiff.

"Plaintiff contends that Defendant has sent "unhelpful duplicate customer outgoing emails and not [its] internal emails and data as requested."

Approximately three quarters of the ream of paper sent by the Defendant as document discovery, is not relevant to the requested document discovery. This is due to duplication, and is thus noncompliant with the Document Request. The additional one-quarter is relevant but only partially compliant as being incomplete and redacted. There are virtually no internal Charpectrum.com to Charpectrum.com communications included in the Defendants discovery submission.

As the Defendants attorneys are apparently not yet conversant with the Plaintiff discovery email submissions, I will in good faith assist them in their discovery compliance by providing the following more specific information.

This Plaintiff is requesting for any and all communications of any type specifically regarding my complaints, occurring between the dates of 8/12/2021 and 11/15/2023. This is a relatively simple search that your IT department should be able to provide.

Operations VP and the following 15 Charpectrum employees:
1. Executive Vice President of Customer Operations
2. VP Internet Products, copied on emails both internal and external
3. Vice President, Wi-Fi Platform
4. Executive VP of Operations
5. SVC_CCED
6. Exec VP CTO
7. President, Product, & Tech
8. Project Manager II
9. Principal Network Support Engineer
10. Sr. Director, Law - Regulatory
11. Exec Assistant to the President of Product and Tech
12. Field Technician Mgr. Supervisor
13. Director Field Operations
14. Technical Operations Supervisor
15. SVP Information Technology & CIO

This also includes any and all communications of any type specifically regarding my complaints **between** any and all of these *Charpectrum* employees during the dates of 8/12/2021 and 11/15/2023.

In addition, the Defendants submissions are dated back to March, 10, 2023, and as far back at 8/12/2021, which is also in direct conflict with the above statement.

Customer support logs are included which date from 8/12/2021 to 3/20/2023. The supporting documents to these logs contain inaccurate, incomplete, and misleading information.

B. Witness testimonies

It was never the intention of the Plaintiff, to conduct witness depositions prior to the hearing. It has always been the intent of the Plaintiff to have the four requested witnesses appear at the hearing, individually under oath, and via video teleconference "live" and to produce relevant documents at little or no cost to the Defendant. In addition, the physical geography of these witnesses has no relevance to this testimony.

"Given their positions, and given that these upper-level managers have no specific knowledge of Plaintiff's claim, redaction of their names was necessary to prevent unnecessary harassment of Defendant's employees."

• The Plaintiff has received no less than six letters from *Charpectrum* Sr. Director, Law - Regulatory which are included in the Plaintiffs discovery submissions. These emails extensively proclaimed that the *Charpectrum* provided service was appropriate. This must certainly have been based on some information provided to that attorney that was never shared with the Plaintiff, then or now. The Plaintiff simply seeks this documentation and his oral testimony regarding these letters.

• The Plaintiff has had numerous phone conversations, as well as some email communication with Primary Network Engineer. These conversations were primarily technical in nature and revolved around test data submitted to him and very limited test data shared with the Plaintiff. These conversations reflected the continuous assurance that extensive network testing has not revealed any issues. The Plaintiff simply seeks this documentation and his oral testimony.

• The Plaintiff has had dozens of phone conversations with the VP of Operations, including on his personal cell phone.

These conversations were primarily technical in nature and revolved around test data submitted to him and very limited test data he shared with the Plaintiff. Many dozens of emails were exchanged, including the majority of the 191 emails **TO,** and 71 **FROM** included in the Plaintiffs discovery submissions. These conversations reflected the continuous assurance that extensive network testing has not revealed any issues. The Plaintiff simply seeks this documentation and his oral testimony.

"With respect to the Technical Supervisor, Defendant objects on the grounds that this person will be provided as a live witness at the hearing on January 5, 2023."

Based on the Plaintiff's observations, personal interactions, and prior knowledge, this Technical Supervisor is not technically experienced, nor equipped to respond to the questioning by the Plaintiff or the required interrogation and disambiguation of the discovery submissions more technical content. To avoid continuance delays, unanswered questions, and thus a significant diminution of the Plaintiff's case, a higher level of technical knowledge provided by the Primary Network Engineer, VP of Operations, or their replacements is required to make the Plaintiff's case.

Note: This Plaintiff has requested documents and testimony of only the 4 most relevant of a list of a possible 26 Charpectrum employees with 1st or 2nd hand knowledge in this case as indicated below.

List of *Charpectrum* employees who were sent, or copied in on, Plaintiff emails containing Internet service complaints and plaintiff's testing data.

1. VP Operations-WISC numerous phone calls and emails
2. Executive Vice President of Customer Operations, copied on emails both internal and external
3. President and Chief Operating Officer, copied on emails both internal and external
4. President, Product, & Tech, copied on emails both internal and external
5. Operations Executive Vice President, Network, copied on emails both internal and external
6. Executive Chairman, copied on emails both internal and external
7. Area VP Field Operations-WISC telephone calls (2021 price reduction offer)
8. SVC_CCED, sent and received emails
9. Corporate Customer Escalation Specialist II telephone calls
10. Product Analyst, copied on emails both internal and external
11. VP Internet Products, copied on emails both internal and external
12. Vice President, Wi-Fi Platform, copied on emails, internal and external

13. Principal Engineer Network Operations Group telephone calls, emails
14. Sr. Director, Law-Reg. received letters from
15. Exec VP CTO, copied on emails both internal and external
16. Technical Operations Supervisor Visited the residence telephone calls
17. Project Manager II
18. Regional Field Service Mgr. Eastern Wisc Visited the residence telephone calls
19. Construction Supervisor Visited the residence
20. SVP Information Technology & CIO Visited the residence
21. Exec Assistant to the President of Product and Tech
22 .Residential Field Technician Visited the residence
23. Commercial Installation Field Tech Visited the residence phone calls and text messages
24. Field Technician Visited the residence twice, original installer in 2018
25. Telephone Technical Support
26. Bridgeton Supervisor, Telephone Technical Support (referenced in phone call logs)

Summary

So to sum this all up, over the course of several years I have had contact with at minimum 26 Charpectrum employees. I have had first or second hand contact with a minimum of 15 of these employees. This contact has been from field staff all the way to the C-Suite. This includes technical discussions with their most technical employees, and conversations and negotiations with their Executives. What I am asking the court for is witness testimony from just 4 of these employees. It does not seem like asking too much, and is at minimum that I require to advocate for my case.

C. Preconference Hearing

A preconference hearing is essential to resolve witness testimony, document discovery, and venue issues to allow the Plaintiff to properly prepare his case.

It is unclear how the Plaintiff can be expected to prepare for a hearing on Jan. 5 without court rulings on Defendant complete document discovery submissions, compliance with the requested witness testimony, and venue without a preliminary hearing on these matters.

D. Venue Considerations

Electronic Evidence Presentation Inputs Audio and video inputs located at the lectern and/or attorney tables (wired or wireless)

Evidence monitors for viewing evidence presented through the courtroom's electronic evidence presentation systems to be located at the jury box, witness stand, lectern, judge's bench, courtroom deputy's desk, law clerk's desk, and the court reporter's desk. These monitors will be networked together (wired or wireless e.g. Wi-Di/Miracast) to present the highest resolution possible shared images projected by the presenter.

Document Camera. A document camera located at the lectern. The document camera to provide both optical and digital zoom capabilities. The camera can also be adjusted to focus on objects in front or behind the unit.

By Area:

Counsel Table (Each Table):

Electronic Evidence Presentation Inputs (HDMI)

One (1) Evidence Monitor (23" or larger screen)

Two (2) audio microphones

Lectern:

Electronic Evidence Presentation Inputs (HDMI)

One (1) Evidence Monitor

Two (2) audio microphones

Witness Stand:

Electronic Evidence Presentation Inputs (HDMI and separate 3.5 mm audio input connections

One (1) Evidence Monitor

Audio microphone

Jury Box:

Six (6) Evidence monitors in front row *(24/1* screens) or one 60-80 inch screen

Two audio microphones (front row only- use roving microphone for jury selection)

Bench, Courtroom Clerk and Electronic/Court Reporter (Each Area):

One (1) Evidence Monitor *(23/1* or larger screen)

Audio microphone

I believe that it is a reasonable accommodation for the courtroom to be equipped, in coordination with the County IT staff, to be allowed to give a standing digital presentation of this case, at this hearing.

E. Conclusion

The Plaintiff views the stonewalling and disingenuous arguments, and motions set forth in these matters by the Defendant as being contemptuous to the Appellant and perhaps to the court as well. The Plaintiff asks the court for relief in obtaining the required information, testimony, and venue, that will allow a complete and accurate presentation of this case.

If this $5000 case does not warrant full discovery compliance, due to the cost of *Charpectrum* personnel time as the Defendant asserts, then this Plaintiff encourages the Defendant to settle this case outside of this court. The Defendant's legal fees involved in this case, and potential subsequent court actions, could surely escalate from this point forward.

Sincerely,

Lefty Insider

cc:

Outside Council Attorney Rodney Q. Doofus

Dewey, Cheatem, and Howe, S.C.

Small Claims Court Commissioner Attorney Over His Head

c/o Small Claims Clerk, County Courthouse

Hearing Decision

Case 2023SC000xxx Document 87 Filed 02-01 -2024
BY THE COURT:
DATE SIGNED: February 1, 2024
Electronically signed by Court Commissioner

STATE OF WISC

Lefty Insider,
Plaintiff
vs.
Charpectrum Communications Inc.,
Defendant
Case No. 23SCxxx

DECISION AND ORDER

After hearing testimony and arguments of the parties, review exhibits, the court makes the following findings:

Plaintiff was seeking judgement in the amount of $4904.67 for Defendant overcharging Plaintiff for Internet services. Plaintiff alleges that his Internet service provider has not been providing Plaintiff with advertised Internet speeds at the rate for which Plaintiff is paying. Defendant denies Plaintiffs claims and asserts that its testing shows it is providing Plaintiff Internet speeds as it advertises.

Much of the testimony from the hearing and supporting documentation focuses on the time from when Plaintiff upgraded his service speeds in March of 2023, until he filed suit. From 2021 until March of 2023, Plaintiff also claims his Internet speeds were lower than advertised, and he conducted many tests. However, it is undisputed that from 2021 until March of 2023 Defendant provided Plaintiff a discounted price for Internet services.

Potential Damages:

Based on the testimony, the court can only consider damages from March of 2023 until September of 2023 being the difference of $119.00 Internet plan and the $79.00 Internet plan, which totals $240.00. The court can also consider equipment Plaintiff upgraded as damages given that Defendant likely did tell Plaintiff his equipment might be the reason his Internet speeds are slower. Court will not consider any damages from 2021 to 2023 as testimony suggests the acceptance of a discounted rate as potential exchange for any service speeds that were lower than originally advertised. Court cannot find Defendant knowing engaged in any prohibited or deceptive trade practice that would entitle Plaintiff to double damages under Wisc Statutes.

FINDINGS:

1. While Plaintiff makes a persuasive argument that Defendant's meter testing may not always be an accurate representation of speeds a costumer can reasonably expect using Internet services, the Plaintiff did not adequately show his testing was more accurate than Defendant's testing.

2. Plaintiff relied in part on data provided by a (current or former) "Google engineer" with whom Plaintiff was working. While rules of civil procedure generally allow some hearsay evidence in small claims matter, the court will not accept evidence obtained by an anonymous person, whose credentials and testing method has not been vetted by the court. Without testimony, court cannot rely on "test results" Plaintiff listed in his trial presentation material.

3. Parties had agreed to use SamKnows to test Plaintiff's Internet speed. Per testimony, a SamKnows Whitebox would be installed at Plaintiffs residence for 30 days. However, Plaintiff admitted that he discontinued the SamKnows testing after several days. It is unclear what the results would have been if SamKnows testing would have taken place the full 30 days.

4. Petitioner claims he stopped the SamKnows testing because he was not allowed to independently test the device, which was actually owned by Defendant. Petitioner indicates that Defendant could easily manipulate SamKnows testing results if Petitioner cannot independently verify.

5. Per Plaintiffs testimony, there was originally an agreement between Plaintiff and a representative of Defendant to allow Plaintiff to independently test the SamKnows Whitebox. Plaintiff claimed that a company representative reneged on that agreement to allow Plaintiff to do some independent verification, which is why Plaintiff discontinued using SamKnows device early. Neither party called the company representative involved in such negotiations as a witness, and it is still unclear to the court why and if Defendant backed out of an agreement for Plaintiff to use the SamKnows device for independent testing.

THEREFORE, THE COURT FUTHER FINDS:

Plaintiff was persuasive in his argument that there should be better methods of independently verifying usable Internet connection speeds rather than blindly trusting a service provider.

However, for the reasons stated herein, the court finds Plaintiff failed to meet the burden of proof that would allow this court to provide the requested relief.

ORDER:

Plaintiffs request for damages is denied.

Either party has 10 days to request a trial with the Circuit Court Judge. In the event either party requests a demand for trial, a status hearing shall be scheduled.

STATE OF WISC CIRCUIT COURT

Case No.: 23-SC-xxx

LEFTY INSIDER
Plaintiff,
v.
CHARPECTRUM COMMUNICATIONS, INC.,
Defendant.

DEFENDANT'S POST-TRIAL BRIEF

Defendant Charpectrum Mid-America, LLC (incorrectly denominated as Charpectrum Communications, Inc.), by its attorneys, Dewey, Cheatem, and Howe, S.C., respectfully file this Post-Trial Brief in response to Plaintiff's Trial Exhibit 1 (Doc. No. 80), which Defendant was not provided a copy of at the time of trial. The Court authorized Defendant's filing of this brief at the close of the trial conducted on January 5, 2024. (The Defendant was provided multiple copies at multiple locations, over multiple months)

ARGUMENT

The theme of Plaintiff's PowerPoint presentation is quite clear: he simply does not trust Charpectrum. But a lack of trust in Charpectrum, combined with speculation and conjecture, simply does not rise to the level of admissible evidence, let alone suffice to meet the burden of proof in this matter. Plaintiff is required to prove, by a preponderance of the evidence, that he did not receive the level of service from Charpectrum that he subscribed to. Simply put, nothing in Plaintiff's presentation outweighs the evidence presented by Charpectrum.

To start, it is clear from Plaintiff's presentation that he does not dispute the testing numbers that came from Charpectrum's testing, i.e., he does not dispute that Charpectrum's testing demonstrated adequate speeds. Instead, Plaintiff simply argues that Charpectrum's testing is not reliable. For example, Plaintiff's presentation spends a considerable amount of time lamenting the SamKnows testing conducted by Charpectrum. *See* Doc. No. 80 at 13–14. But what occurred in the Measuring Broadband America program has absolutely nothing to do with the testing that occurred at Plaintiff's property nearly three years later, (pattern and practice) and the mere fact that Plaintiff does not trust the testing methodology does not render the methodology invalid. *See id.* The SamKnows testing that was permitted by Plaintiff, prior to his unilateral decision to terminate the testing, demonstrated that Plaintiff was receiving adequate speeds—this much is documented in Plaintiff's own presentation. *See id.* at 11. That information was provided to Plaintiff in discovery, along with an explanation that the SamKnows testing was performed from June 12 to June 24, and that the SamKnows testing protocol is the "ISP industry and FCC accepted standard." Doc. No. 60 at 4, CHARPECTRUM 0059. In sum, there is simply no evidence to rebut the reliability of the SamKnows testing.

Plaintiff's presentation also includes numerous instances of improper hearsay. Most prominently, is an email from an unspecified "Network Engineer" purporting to demonstrate that Plaintiff's Internet connection is deficient. *See* Doc. No. 80 at 21. The presentation also includes "testing data" from "Measurement-Lab" and Purdue University, but that testing has absolutely nothing to do with Plaintiff's property, and instead measures general data across various Wisc counties and municipalities. Id. at 22–23. In essence, Plaintiff's only evidence of his purportedly deficient speeds are his own tests, which, in this instance, are nothing more than screenshots from his own equipment. See id. at 7–8, 15, 18–20.

As Defendant explained at trial, this comes down to nothing more than a credibility determination for the Court. Defendant has provided large amounts of test data to demonstrate that it has delivered Plaintiff with more than adequate speeds. See Doc. No. 57 at 3, 6, 9 CHARPECTRUM 001, 0004, 0007; Doc. No. 60 at 4, CHARPECTRUM 0059; Doc. No. 79. Moreover, our Technical Support Supervisor Mgr. testified at trial that he was unaware of any test data demonstrating that Plaintiff received anything less than his subscribed-to speeds. Charpectrum's own customer service logs also demonstrate that Charpectrum was delivering Plaintiff with adequate speeds. See, e.g., Doc. No. 63 at 134, CHARPECTRUM 0258.

Charpectrum's customer service logs also demonstrate that, despite receiving consistent test results on its own testing, it nonetheless went above and beyond to assist Plaintiff. See id. at 169, CHARPECTRUM 0293 (explaining that Charpectrum (1) confirmed the appropriate test server; (2) reviewed traffic routes and hops and confirmed there was no issue with the routing of traffic; (3) tested the MAC over the course of multiple weeks and achieved gigabit speeds on every test: (4) tested speeds in Plaintiff's property and achieved subscribed-to speeds; and (5) provided Plaintiff with advice on his router's settings). Indeed, Charpectrum went far further than necessary, despite adequate test results, by making physical changes to the infrastructure around Plaintiff's property, including by running a new line from the tap to Plaintiff's property, and by removing an unnecessary cable stem from his property. Id. at 148, CHARPECTRUM 0272.

In short, Plaintiff has adduced no evidence to establish, by a preponderance of the evidence, that he has not been provided with subscribed-to speeds. Charpectrum has introduced evidence of its own testing, along with evidence from the industry-standard SamKnows testing, that plainly demonstrates Plaintiff was receiving adequate speeds. Moreover, Charpectrum had gone above-and¬ beyond to assist Plaintiff throughout his claimed issues, and has dedicated a significant amount of time, energy, and resources to satisfy Plaintiff's concerns. Accordingly, Defendant requests that judgment be entered in favor of it.

Dated this 8th day of January, 2024.

Attorney Rodney Q. Doofus, rdoofus@lawfirm.com
Dewey, Cheatem, and Howe S.C.
123 Lawsuit Lane,
Litigateville, WISC 54321

Defendant Response NONE

Plaintiff's Response

STATE OF WISC CIRCUIT COURT

LEFTY INSIDER
Plaintiff,
versus.
CHARPECTRUM COMMUNICATIONS, INC.
Defendant.
Case No.: 23-SC-XXX

PLANTIFFS DAMNING POST-TRIAL BRIEF

Plaintiff respectfully files this damning Post-Trial Brief in response to Defendant's extremely weak Post-Trial Exhibit brief dated Jan. 8, 2024.

MULTIPLE PERSUASIVE ARGUMENTS

Despite the Defendants most recent imagined contention, the Plaintiff PowerPoint presentation does not in fact contain a "theme" but does contain indisputable evidence consisting of facts and data created by the Plaintiff and by outside sources e.g. Measurement Labs, Purdue University, which are directly relevant because they include publically available testing data from towns within the Charpectrum service areas. This data establishes a pattern of practice.

The testing data also includes comparisons and contrasts of competitors Comcast and AT&T. But yet all of this is summarily dismissed by this Defendants most recent arguments. All of the factual information provided in this exhibit has been scientifically obtained (repeatable) and curated, and is first hand Plaintiff/witness testimony or Internet url citations as to the sources.

The Defendants prior refusal to allow the Plaintiff to verify and expand the SamKnows testing is ample demonstration of reasons for the Plaintiffs unwillingness to trust any Defendant supplied data without this verification. What in fact is the Defendant fearful of ? Scientific verification?

Of the two pieces of contrary and conflicting test data provided to this Plaintiff, and referred to by the Defendant:

1. The SamKnows WhiteBox test data in addition to being unverified, are suspect due to the titling of the PowerPoint provided in an email and the letter from the Charpectrum VP of Operations. This data contained within the PowerPoint properties sheet authored by the VP and others, shows the wrong name, e.g. Burns rather than Insider, and the wrong data stream, e.g. Symmetrical (1000 Mbps download and 1000 Mbps upload <typical of a fiber optic cable connection>) versus what is being billed to the Plaintiff which is an asymmetrical e.g. (1000 Mbps <actual 940 which is typical of an HFC coax cable connection) Mbps down and 35 Mbps up connection.

Further that the Defendants witness acknowledged in testimony under oath that it was possible to modify the routing table in the Charpectrum owned TR hub router to create a more direct (and faster) path to the two Chicago test servers used to collect this so called proof data.

The Plaintiffs allowed use of the SamKnows WhiteBox device could verify if cheating was in fact engaged in by Charpectrum to achieve these dubious

results. Charpectrum proffered results are significant outliers to all of the Plaintiffs approx. 2000 tests conducted over a two year period, and the tests conducted by Measurement Labs and the FCC (Purdue).

A reminder that these are Measurement-Lab tests were in fact conducted by a Google employed Network Engineer, are speeds collected by using the Google Onebox client software from 130 Wisc locations subscribed to the Charpectrum Internet provider, and measured at the Chicago Internet backbone, in five different IXP colocation sites which have servers connected to 10Gbps uplinks. A usable Internet backbone speed average of 139.2Mbps was revealed at the local Charpectrum hub location.

This Defendant argument is also in direct conflict with the written email testimony provided by a local hosting company.

2. The second piece of data is the meter reading done from a test meter and not an actual computer. This is also a test done to a Charpectrum-owned test server in Eau Claire, WISC. Despite the sworn testimony of the Charpectrum witness and his contention that the Charpectrum network, (CharpectrumNET) is not an INTRAnet because it is not a closed system. It is in fact a monopoly closed networked system NOT accessible to anyone who is not a Charpectrum customer. Even Charpectrum customers, like this Plaintiff, cannot reach the Internet from their Eau Claire speed test server and router, and must be further routed to either a Minneapolis or Chicago IXP backbone provider to accomplish an INTERNET connection. As to the SK WhiteBox itself the Plaintiff is sure that the witness mislead the court and knows that it is property of the FCC and the data collected is the property of SamKnows.

As to Charpectrum full compliance with FCC MBA testing, this is flawed for the many reasons mentioned in Slides 27-29 and elsewhere in the Plaintiffs discovery documents. Testing to a Charpectrum server only tests their CharpectrumNET network, the second part of SK testing, tests to actual real world Internet performance. They did not do this, nor allow the Plaintiff to do it.

The limited allowed cross examination of the witness testimony by the Defendants witness whose answers to the most salient questions proffered by the Plaintiff were "I don't know" responses. The Witness testified to a CS degree, but most likely obtained prior to the public availability of the Internet. This would have come out in the open had the Plaintiff been allowed sufficient time to question this witness. Also the "I don't know" questions could have been answered with the further testimony of the Plaintiffs additional requested witnesses. All other witness testimony was denied by the court.

As a side note, when the Charpectrum VP was arranging to deliver the WhiteBox to the Plaintiff for testing and was suggesting that the local Tech Supervisor deliver it, this Plaintiff wanted him to just send it through the mail for two reasons, first to avoid another two truck rolls as this Supervisor always brought a technical person along with him to the residence. (there were times that the Plaintiff had three Charpectrum vans parked on the street in front of the his house),and second because this Supervisor had demonstrated to the Plaintiff that he was not technically minded.

The VP's response was that, " he is technical enough." Dammed by faint praise. Then the VP had it delivered it to the Plaintiff using the same technician

that had installed the Plaintiffs outside cable box. The Plaintiff installed the Whitebox himself.

One of the technicians working on the speed complaint told the Plaintiff that he personally had no respect for his Supervisor since he didn't come up through the ranks, had little technical knowledge, and was mainly a sales and marketing guy in his view.

3.All of this case was compounded by the Defendants outside counsels lack of familiarly with the discovery documentation provided by this Plaintiff ,and a significant lack of technical comprehension of the facts of this case. Outside counsels intellectual laziness in not reading and being conversant with the Plaintiffs discovery materials is not the responsibility of this Plaintiff.

Contrary to the Defendants assertion, the Plaintiffs does in fact object to the Charpectrum technician test results, not with the resulting numbers themselves, but with the method used to obtain them. The test devices used were primarily cellphones and meters. With one exception, all of Charpectrum test results were not achieved via the use of an actual computer.

The exception in this was the Supervisor's testing with his personal laptop, which again was very short term testing in a couple of hours one afternoon when arguably their network was not busy with most people at work. Even in that, his tests in 2021 and 2023 were only within CharpectrumNET using the speedtest.net site. The single download test he did to Cyberlynk was a one off, not to be repeated and thus not scientifically acceptable as being repeatable.

This is reinforced by the Plaintiffs ability to duplicate these results with speedtest.net tests to Random Lake and Eau Claire, WISC when this Supervisor was present, and then the inability to reproduce these results a few hours after he left the Plaintiff's residence. As a reminder, the speedtest.net test site throws out the lowest 30% of the test results and displays a distorted and inaccurate number aimed at marketing. (PP Slide 32)

In addition there are three additional points regarding some of the eight Charpectrum technicians involved:

1. The Charpectrum Regional Field Service Mgr. Eastern Wisc, visited the residence in 2021was rude and insulting and demanded to know exactly why the Plaintiff wanted to see a 400 Mbps number on tests. "Was it just a magic number that the Plaintiff needed to see?" He told this Plaintiff that with the pandemic they never expected so many people on their network, (oversubscribed?) and to give them a break. The Plaintiffs response was because it was in fact what he was paying for and that if they could not achieve it, then the morally right thing to do would be not advertise, sell, or bill for it. He went on to tell the Plaintiff that he was an old Time Warner cable TV guy and close to retirement, but did not yet have enough money to retire, and did not understand all this technical science stuff ya da, ya da.

This manager did bring a laptop with him and could not achieve the advertised speed, at that time 400 Mbps. He was frustrated and flustered by his test results and the amount of time he had spent at the Plaintiff residence. The Plaintiff wanted him to escalate this complaint to the network engineers but he said that he could not. But this Plaintiff was told earlier by a phone support person that he in fact could do that. The Plaintiff then made a deal

with him, if he could achieve the 400 or near Mbps test results with his laptop, he could leave. If not, he would promise escalate to network engineering via phone and then leave. He could not achieve that result.

2. Conversely the Charpectrum Technical Operations Supervisor, was well liked by the Plaintiff for his personality and technical knowledge. He received insufficient speed test results with a laptop in 2021 when testing in the residence, at the street pedestal, and around the neighborhood pedestals, but like all of Charpectrum technicians he would not share his data with this Plaintiff. Hence the Plaintiffs continual internal Charpectrum document request motions to this court. These motions were all denied by the court.

3. The local Charpectrum Commercial Installation Field Technician, who refused to bring a laptop to test the Plaintiffs connection because he said that in his experience his company laptop was never able to achieve the desired result. He claimed to not know why, and was apparently not intellectually curious enough to find out. He also explained that the Plaintiffs router was "stuck" and the Plaintiff explained that this was not an appropriate technical term. ***"Not a thing."*** He also asked for the Plaintiffs wireless password to test the Plaintiffs router with his phone, and the Plaintiff gave it to him on the condition that he deleted it later so that he could not sit out on the Plaintiffs street and use the Plaintiffs connection, because of wireless range of the Plaintiffs powerful router. He said not to worry as the Plaintiffs connection was too lousy to make that worthwhile.

4.

- If the Plaintiffs connection was fine, why did Charpectrum monetarily settle with the Plaintiff in 2021?
- If the Plaintiffs connection was fine why did eight technicians make thirteen visits the Plaintiffs residence?
- Would any reasonable person consider replacing a 25 year old underground coax cable, above and beyond?
- Why did the Plaintiff interact with 26 Charpectrum employees with dozens of phone calls and 200 plus emails over two years, including not one but two Charpectrum VP's of Operations?
- Why is this Plaintiff expending all of this time, effort and expense on this, when he should be kicking back in a retirement rocking chair?

Charpectrum has done no speed testing whatsoever at the Plaintiffs residence since their proffered March 2023 free upgrade to the 500 Mbps speed tier and the Plaintiffs subsequent July 2023 paid upgrade to the supposed 1000 Mbps service tier. None at all.

Additional support for this fact is that they will not allow this Plaintiff to fall back to their 500 Mbps speed tier at any lower price. This makes me believe that this speed tier is a Marketing invention, used like the self-reported and dubious Federal Communications Commission (FCC) Form 477 documents filed twice annually, full of misleading facts to disadvantage and prevent competition, and to gain market share, and is not actually real. A Catch-22 corporate invention.

In addition, this is supported by a previously confidential phone conversation with the Charpectrum VP of Operations. However, since the Defendant's outside counsel took the gloves off with their injected personal

slander and invented Plaintiff motivation innuendo in this what was previously non-adversarial, and non-personal dispute, so now will this Plaintiff. On one of many phone calls during the spring/summer of 2023, during a discussion of him meeting with their Marketing Dept. to resolve my Catch-22 situation, this VP relayed this anecdote regarding the making of a Marketing person.?

"You take an engineer and then you remove all technical knowledge and skills, and then remove all morals and ethics."

This Plaintiff believes that despite the handicaps, hindrances, and inconveniences of not being allowed full Charpectrum internal document disclosure by the Defendant, (denied by the Defendant with a dubious, factually unsupported, and unproven rationale) and a lack of relevant witness testimony by those who do know firsthand, the preponderance of evidence does in fact in this Plaintiffs view, demonstrate sufficient factual evidence to justify the award of the requested judgement.

However, this Plaintiff does appreciate fully, he believes, the difficult legal and procedural position this case has put this commissioner and this SCC court in. Most likely this is the most complex case ever brought before him, or even Small Claims Court. This Plaintiff feels that he understands the commissioners stated reasons for this, but despite this reasonably justifiable rationale, does not feel that this Plaintiff was adequately allowed to present his full case to the extent of being sufficient for a negative court judgement or ruling.

This Plaintiff would prefer not to become a victim or a consequence of judicial economy (Egg Timer Justice) or of antiquated court procedures. Judicial justice and judicial consequences are what this Plaintiff seeks from this court.

If you cannot find sufficient evidence to rule either way, then please consider sending this case forward with no decision or ruling to the Honorable Judge Wannabe in Circuit Court.

This plaintiff would respectfully request that he be allowed to fully and fairly prosecute this case in front of a judge and a jury of peers, within a reasonable period of time.

There is an old adage among lawyers that says, "If you have the facts on your side pound the facts; if you have the law on your side pound the law; if you have neither the facts nor the law, pound the table." This Plaintiff has been pounding the facts in this case. The Defendants outside counsel has been consistently, inappropriately, and rudely verbally pounding the table in this case. https://fordhaminstitute.org/national/commentary/pound-table

Dated this 9th day of January, 2024.
Lefty Insider
lefty@insiderpub.io

cc:
-Outside Council Attorney Rodney Q. Doofus
Dewey, Cheatem, and Howe, S.C.
-Small Claims Court Commissioner Attorney Over His Head
c/o Small Claims Clerk
County Courthouse

From: Deputy Clerk [mailto: Deputy Clerk@wisccourts.gov]
Sent: Wednesday, November 08, 2023 11:28 AM
To: 'Lefty Insider' <lefty@insiderpub.io>
Subject: RE: County Small Claims Court Case number 2023SC000xxx

Hello Lefty,
Please send to the Clerk of Court office via regular mail or fax documents to be filed into your case.
The fax number is 920-xxx-xxxx
Thank you!
Deputy Clerk

Ouch, in 2023 Lefty can send them a fax like it was 1983 again.

From: Lefty Insider [mailto: lefty@insiderpub.io]
Sent: Thursday, November 30, 2023 11:46 AM
To: Deputy Clerk ' < DeputyClerk@wisccourts.gov>
Subject: RE: County WISC Small Claims Court Case number 2023SC000xxx
Importance: High

Deputy Clerk,
Can you direct me to the correct form for filing a motion in your court.
In researching on https://www.wicourts.gov/forms1/circuit/ccform.jsp?page=2&Category=38,
I can only find SC-507A, SC-515A, neither of which seem to be correct.
Or can you send it to me?
Thanks,
Lefty

From: Deputy Clerk [mailto: DeputyClerk@wisccourts.gov]
Sent: Thursday, November 30, 2023 2:31 PM
To: 'Lefty Insider' <lefty@insiderpub.io>
Subject: RE: County WISC Small Claims Court Case number 2023SC000xxx

Hello Lefty,
I am not sure what to tell you. Unfortunately, there is not a form for everything. The only forms that I am aware of are on the Circuit Court website under forms/small claims.
This may be a situation where an attorney would be helpful to assist you.
I will check with my supervisor tomorrow to see if she knows of any other information.
Maybe you could receive some information/advice by going to the website: Wisc Free Legal Answers.
Deputy Clerk

From: lefty@insiderpub.io <lefty@insiderpub.io>
Sent: Friday, December 1, 2023 9:19 AM
To: Deputy Clerk ' < DeputyClerk@wisccourts.gov>
Cc: Clerk Of Courts@wisccourts.gov' <cofc@wisccourts.gov>
Subject: RE: County WISC Small Claims Court Case number 2023SC000xxx
Deputy Clerk,
Nothing here in State law about the mechanics of filing motions in your court:
https://docs.legis.wisc.gov/statutes/statutes/799
CHAPTER 799 PROCEDURE IN SMALL CLAIMS ACTIONS
Nothing here in SC-6000V_instructions_en.doc Basic Guide to Wisc Small Claims Actions
And finally, nothing here either. Circuit court forms, Official forms of the Wisc Court System
https://www.wisccourts.gov/forms1/circuit/ccform.jsp?FormName=&FormNumber=&beg_date=&end_date=&StatuteCite=&Category=38
Am at a loss to understand your, apparently obtuse, court policies and procedures,
Lefty

From: Deputy Clerk [mailto: Deputy Clerk@wisccourts.gov]
Sent: Friday, December 01, 2023 9:43 AM
To: 'Lefty Insider' <lefty@insiderpub.io>
Cc: Clerk Of Courts@wisccourts.gov' <cofc@wisccourts.gov>
Subject: RE County WISC Small Claims Court Case number 2023SC000xxx

Lefty,
I don't know what else to tell you.
I am copying this e-mail to my supervisor to see if she knows of any other information for you.
Deputy Clerk

From: lefty@insiderpub.io <lefty@insiderpub.io>
Sent: Tuesday, December 5, 2023 8:56 AM
To: Deputy Clerk ' < DeputyClerk@wisccourts.gov>
Subject: RE: County WISC Small Claims Court Case number 2023SC000xxx

Deputy Clerk,
It is my understanding that my Nov. 8 hearing was recorded.
What is the process for me to obtain a copy of this audio recording and or transcripts?
Thanks,
Lefty

From: Deputy Clerk [mailto: Deputy Clerk@wisccourts.gov]
Sent: Tuesday, December 05, 2023 8:58 AM
To: 'Lefty Insider' <lefty@insiderpub.io>
Subject: RE: County WISC Small Claims Court Case number 2023SC000xxx

Good morning Lefty,
Small claims commissioner hearings are not recorded.
Deputy Clerk

How convenient for them and inconvenient for Lefty.

From: lefty@insiderpub.io <lefty@insiderpub.io>
Sent: Friday, November 24, 2023 12:50 PM
To: Deputy Clerk ' < DeputyClerk@wisccourts.gov>;'leroc@charpectrum.com' <leroc@charpectrum.com>
Subject: County WISC Small Claims Court Case number 2023SC000xxx

Cc: Commissioner
c/o Clerk of Court Office
County Courthouse

Commissioner,
Pertaining to your ruling at the scheduling hearing on Nov. 8th, I have yet to be noticed of any correspondence from the Court to the Defendant mandating full compliance with my Request to Produce Documents by the Dec 8 deadline as you ordered. Nor with your order to have completed witness list to the Court by Dec. 22.
As I indicated to you then, and supplied in writing the to Court and Defendant, the initial response from the Defendant was non-complaint with my original and subsequent Motions to Produce Documents discovery documents requests in the outlined 11 areas.
Please clarify your order so the Jan. 5 hearing date can remain viable.

Sincerely,
Lefty Insider
lefty@insiderpub.io

Cc:
Via USPS
Commissioner
c/o Clerk of Court Office
County Courthouse

Via email
Legal Response Operations Center (LEROC)
leroc@charpectrum.com

From: Deputy Clerk [mailto: Deputy Clerk@wisccourts.gov]
Sent: Friday, December 01, 2023 9:43 AM
To: 'Lefty Insider' lefty@insiderpub.io
Cc: Clerk Of Courts@wisccourts.gov' cofc@wisccourts.gov
Subject: RE: County WISC Small Claims Court Case number 2023SC000xxx

Mr. Lefty Insider,
Stop sending me emails and start sending me Motions regarding this case.
Small Claims Court Commissioner
Via Clerk of Court Office

Little did he know what a flurry of activity from Lefty this seemingly harmless statement would generate.

From: lefty@insiderpub.io <lefty@insiderpub.io>
Sent: Monday, March 04, 2024 10:44 AM
To: 'Clerk Of Courts@wisccourts.gov' cofc@wisccourts.gov
Subject: subpoena forms
Clerk Of Courts,
I wish to subpoena my phone records from my phone company for this 2023 SC - 0xxx case.
I cannot find these forms on the https://www.wisccourts.gov/forms1/circuit/ccform.jsp?Category=38 Website.
Can you point me to the necessary forms?
Thanks,
Lefty

From: 'Clerk Of Courts@wisccourts.gov' <cofc@wisccourts.gov>
Sent: Monday, March 04, 2024 2:02 PM
To: 'Lefty Insider' <lefty@insiderpub.io>
Subject: RE: subpoena forms

Mr. Insider,
If you are searching for a subpoena, you will not find it under Small Claims forms, as it is a "general form" which is used across all case types. So when you are on the website searching under forms, instead of going to Small Claims, click on General. You should be able to find subpoena forms under the General Tab.
I hope this helps.
Regards,
Clerk of Courts

From: lefty@insiderpub.io <lefty@insiderpub.io>
Sent: Monday, March 04, 2024 2:53 PM
To: 'Clerk Of Courts@wisccourts.gov' cofc@wisccourts.gov
Subject: RE: subpoena forms

Clerk Of Courts,
Found it. GF-126X

It does not however appear to apply to records, but only appearance by people. And it says I should not modify this form.

I am looking to subpoena Cellular for my own records which is the only method they told me that I could use be able to get this data.

This from Quora search:

"So as a non-officer, you contact the court clerk, and request the court clerk provide you with subpoena forms to fill out, and then fill them out correctly, and then submit them to the court for review (usually)." Terry Lambert Legal scholar

Obtaining Cell Phone Records by Subpoena

"Self-represented litigants, MUST obtain the paper form from the appropriate court." https://www.courts.state.md.us/courtforms/uniformsubpoena

Federal Court sample attached.

So I am stuck again, and need some help.

Thanks,

Lefty

From: lefty@insiderpub.io <lefty@insiderpub.io>
Sent: Wednesday, March 06, 2024 11:40 AM
To: 'Clerk Of Courts@wisccourts.gov' cofc@wisccourts.gov
Cc: 'Judge Wannabe' <jwannabe@wisccourts.gov
Subject: Re: subpoena forms

Clerk Of Courts,

Per our recent email exchange, and a phone conversation with your Small Claims Clerk.

I would like you to site the specific Wisc. State Statute, or site the written local jurisdictional practice or rule which prevents you from providing me with this information.

Based on my online research, it appears that the provision of this information is considered common practice and not in fact legal advice as is being claimed.

Sincerely,

Lefty

From: Clerk Of Courts [mailto: 'Clerk Of Courts' cofc@wisccourts.gov]
Sent: Wednesday, March 06, 2024 4:11 PM
To: 'Lefty Insider' <lefty@insiderpub.io>
Cc: 'Judge Wannabe' <jwannabe@wisccourts.gov
Subject: Re: subpoena forms

Mr. Insider,

I apologize that you are not satisfied with my response. The only Subpoena form that my office offers is the Subpoena form that you referenced in your email. I have attached a copy of the same hereto, along with the Form Summary, which you may find helpful. Please note, under the purpose of form, on the form summary, it states, this form may be used to require the person to bring specific documents to court.

I sincerely hope this is more helpful to you.

Regards, Clerk Of Courts

From: lefty@insiderpub.io <lefty@insiderpub.io>
Sent: Thursday, March 07, 2024 7:59 AM
To: 'Clerk Of Courts@wisccourts.gov' cofc@wisccourts.gov
Cc: 'Judge Wannabe' <jwannabe@wisccourts.gov>;
Subject: RE: subpoena forms

'Clerk Of Courts, et al,

My persistent and perhaps annoying questions are not about *personal satisfaction* but about purpose and process.

The Federal District Court sample I had attached shows a document specific for the subpoena of documents which is what I have indicated that I wish to do.

The GF-126x form has an identified purpose in the summary as being:

" To provide a means by which a party to an action can cause a person to appear in a court proceeding and be able to give testimony.

Also provides means to require that person bring specified documents to court."

This of course is not the same as seeking to subpoena my own digital phone records from a phone company, at least in my mind.

I obviously have not been trained in legal procedures and seek only to pay strict adherence to the required, and at times obsequious, rules of the court.

I will file this form tomorrow.

Sincerely,

Lefty

From: 'Judge Wannabe' <jwannabe@wisccourts.gov>;
Sent: Thursday, March 07, 2024 3:41 PM
To: Lefty Insider lefty@insiderpub.io; 'Clerk Of Courts' cofc@wisccourts.gov
Subject: Re: subpoena forms

Mr. Insider,

It is entirely inappropriate to include the court in emails like this. I had to file the previous string of emails in the file so that it would not be considered ex parte communication as you did not notify opposing counsel of your communications with the court. I had hoped the matter would end there but it hasn't. Now I need to file these additional emails with the file to avoid the appearance of ex parte communication with the court.

DO NOT EMAIL THE COURT AGAIN WITHOUT INCLUDING OPPOSING COUNSEL.

Judge Wannabe

Circuit Court Judge

From: lefty@insiderpub.io <lefty@insiderpub.io>
Sent: Friday, March 08, 2024 9:21 AM
To: 'Judge Wannabe' <jwannabe@wisccourts.gov>; 'Clerk Of Courts@wisccourts.gov' cofc@wisccourts.gov
Cc: ' Dewey, Cheatem, and Howe, S.C.'. dcah@lawfirm.com
Subject: RE: subpoena forms

Judge Wannabe
Circuit Court Judge
Your honor,

I was not aware that my communications with and questions for the Clerk would become part of the case.

I do now understand that by copying the presiding judge into these conversations I could cause the appearance of exparte impropriety.

As a veteran of many years of business to business communications, my actions were simply formed by habit.

I am likely to make future mistakes in legal protocol, but rest assured that I have no nefarious intent, nor do I intend to embarrass or create a hardship for anyone.

I am just a Pro se citizen attempting to navigate an overly complex, opaque, system filled with contradictions and factual errors, for the adjudication of what I believe is a wrong being done to me.

I would respectfully ask for your patience and understanding, as well as prompt correction for any inadvertent future errors.

I will anticipate that my future presentation of a mountain of fact based evidential information to this court will try your patience and understanding.

But I strongly believe that accountability requires adjudication, and consequences are my sole goal in this effort.

PS. Despite your expressed opinion that the Small Claims Court System is for citizens to access but not necessarily utilize Pro se, myself, the County Clerk of Courts, and a local attorney I have consulted, strongly disagree with this legally unsupported and precedent-free novel, arbitrary, and capricious opinion.

Sincerely,
Lefty Insider

From: lefty@insiderpub.io <lefty@insiderpub.io>
Sent: Tuesday, March 12, 2024 9:58 AM
To: 'Judge Wannabe' <jwannabe@wisccourts.gov>
Cc: ' Dewey, Cheatem, and Howe, S.C.'. dcah@lawfirm.com
Subject: Upcoming Status Hearing Case 2023-0xxx

Honorable Judge Wannabe
County Circuit Court
Dear Judge Wannabe,

I am initiating this form of digital communication at this late date, either correctly or incorrectly, as postal mail would cause considerable delay and I do not wish to surprise the court on the rapidly upcoming trial date.

As a native born citizen, I have engaged with this court to assist, facilitate, and provide me with my promised American birthright of a day in court.

As a retired senior veteran, and now part time novelist, I have limited financial resources to use in this effort against what I allege, and will attempt to prove, to be an exploitative, monopoly multi-billion dollar corporation.

Having been turned away by more attorneys than I can recount in my efforts to seek assistance in this case, I have only my time and intellect to engage in this attempt to force court ordered accountability and consequences via legal adjudication.

I engage in this effort not just for myself, but for the tens of thousands of other persons in rural areas of the state whom I allege suffer mostly helplessly, unknowingly, unnecessarily, and silently, from this same financial exploitation.

As a self-described well-educated layperson, untrained in legal process and procedures, I seek the assistance from this court in further clarifying the rules of the road as I attempt to continue this quest.

When I originally filed this case in August of 2023, I was told by the clerk that if I was not satisfied with the outcome of the case in any way, I could request a bench or jury trial to adjudicate this issue further. The case would effectively start over, I was told, and it would be like the previous court action had never even existed.

If what I was told is in fact true:

1. How then can the Commissioners opinions or rulings in that case influence or prejudice this case in any way?
2. How then can motions, and rulings on motions by _either_ party be relevant or operational in this case?

As the final outcome of this case will be determined by a preponderance of evidence, will I be allowed to present all relevant, pertinent, and admissible evidence to a jury in this trial regardless of the time that this takes?

In addition, I have no less than ten agenda items to be argued or discussed at the Status Hearing as outlined below.

Sample motions are attached and signed originals will be presented at the hearing.

Plaintiffs Status Hearing Proposed Agenda

1. An oral Motion to compel the witness testimony of Charpectrum employees
2. An oral Motion to compel compliant document request discovery of Charpectrum internal documents
3. An oral Motion to compel production of Charpectrum email retention policy, as proffered by the defendant
4. An oral Motion for an evidentiary hearing, to establish evidence requirement, provenance and admissibility
5. A discussion of the subpoena for cellphone records and release of metadata to plaintiff
6. An oral Motion of the request for a visual display monitor
7. An oral Motion of the request for a chart display tripod, lectern, evidence display table
8. A discussion of courtroom availability on March 27 for connection of evidence equipment and practice trial run
9. A discussion of the schedule for trial day, jury selection, voir dire etc.
10. A discussion of the timing on the final disclosure of plaintiff court evidence

Respectively submitted, Lefty Insider

Attachments: Motion for the addition of a pro-se clerical assistant to this case.pdf, Motion request for the availability courtroom visual aid equipment.pdf

cc: (via Email) Dewey, Cheatem and Howe, S.C. dcah@lawfirm.com

STATE OF WISC, CIRCUIT COURT	
LEFTY INSIDER **Plaintiff,** **versus.**	**Motion for** **A court ruling to compel Defendant compliance with Plaintiff Request to produce Witnesses for a hearing and duces tecum for discovery purposes**
CHARPECTRUM COMMUNICATIONS, INC. **dba Charpectrum Mid-America, LLC** **Defendant.**	Case No. 2023SC000xxx

Lefty Insider, the **Plaintiff** moves the court, pursuant to **Wisc Statutes § 801.50 Venue in civ actions or special proceedings as follows**:

The Plaintiff requests an ruling from the court to compel witness testimony duces tecum as the Respondent Charpectrum Communications, Inc. Legal Response Operations Center (LEROC) has been noticed via email and via certified/registered USPS mail on September 28, 2023 and via email on November 7, 2003 (documents on file) and via a verbal court order to Charpectrum employee representative and witness One via Zoom on November 8, 2023. Affidavit included.
801.50. Venue in civil actions or special proceedings
(5s) Venue of an action under s. 813.122 or 813.125 shall be in the county in which the cause of action arose or where the petitioner or the respondent resides, except that venue may be in any county within a **100-mile** radius if the county seat of the county in which the petitioner resides or in any county in which the petitioner is temporarily living if the petitioner is any of the
following:
(c) A legal professional practicing law, as defined in SCR 23.01.
This case law mentioned above seems only relevant to the prior use of equine transportation. The appellant would ask the court to clarify and rule whether or not this case law has application to current video conferencing witness testimony.

With this motion the plaintiff seeks witness testimony duces tecum and via video conferencing from the following Charpectrum employees:

Principal Engineer Charpectrum Communications
CharpectrumChatSupportEngineers@charpectrum.com
Any and all data center and field and/or engineering test data on customer account 8245111070007xxx from March 2023 to April 2023, all internal communications the witness was personally involved with email, video, or voice in reference to the plaintiff complaints and this witness's numerous telephone conversations with the plaintiff.

Sr. Director, Law - Regulatory
Charpectrum Communications, Inc.

Any and all field and/or engineering testing data the witness had personally reviewed regarding customer account 8245111070007xxx from March 2021 to August 2023 as well as any and all internal communications, email, video, or voice in reference to the plaintiff complaints which resulted in the composition and creation of the six letters under his signature (on file) to the plaintiff indicating that company tests revealed the absence of any of the deficiencies reported by the plaintiff.

Area VP Charpectrum Communications Inc.
Any and all field and/or engineering testing data the witness was personally involved with collection of on customer account 8245111070007227 from April 2023 to August 2023 as well as all internal communications email, video, or voice in reference to the plaintiff complaints.

Technical Support Mgr. Supervisor
Charpectrum Communications, Inc.
Any and all field and/or engineering testing data the witness was personally involved with collection of on customer account 8245111070007xxx from March 2021 to August 2023 any and all internal communications, email, video, or voice in reference to the plaintiff complaints.
Any and all reports created from the approx. four visits to the plaintiff's premises.

Date: 12/4/2023

Lefty Insider Signature Lefty Insider Print or Type Name lefty@insiderpub.io

This completed form must be *filed* with the clerk of the Court of Appeals, and copies must be served upon opposing counsel and/or parties.

STATE OF WISC, CIRCUIT COURT,	
LEFTY INSIDER **Plaintiff,** **versus.** **CHARPECTRUM COMMUNICATIONS, INC.** **dba Charpectrum Mid-America, LLC** **Defendant.**	**Addendum to the prior Motions for** **1.A court ruling to compel Defendant compliance with Plaintiff Request to produce Witnesses for a hearing, duces tecum for discovery purposes** **2. A Court ruling to Compel Defendant compliance with Plaintiff Request to Produce Documents discovery**
Circuit Court Judge/Circuit Court Commissioner	Case No. 2023SC000xxx

(Name of party making motion) **Lefty Insider**, the Appellant moves the court, pursuant to **Prior Plaintiff motions to this court as follows**:

Addendum to Previous Motions to Compel Discovery and Witness Testimony

Contrary to the Defendant's prior ascertains that no higher level Charpectrum employees were engaged in any way in this this Plaintiffs complaint, the accompanying emails clearly demonstrate additional documentation samples of this engagement by VP of Operations, Principal Network Engineer, and others at technical and executive levels within the corporation.
Therefore, this Plaintiff again asks for relief from this court to Compel the Defendant to produce the missing internal emails, as previously identified, from these Charpectrum employees at the scheduled January 5, 2023 hearing.

Furthermore, this Plaintiff again asks for relief from this court to Compel the Defendant to produce the requested witnesses, via video teleconferencing, for testimony at the scheduled January 5, 2023 hearing.

This action is not a misguided attempt to harass, intimidate, annoy, embarrass, oppress, nor create an undue burden or expense upon Charpectrum Communications, Inc. or its employees, as proffered by the Defendant's Outside Council. The Plaintiff simply wishes to expose the material and relevant facts as they exist, and to provide for a full illumination of all of the available evidence with respect to this case.

Respectfully submitted.

Date: 12/18/2023

Lefty Insider
Signature

Lefty Insider
Print or Type Name

lefty@insiderpub.io
3/15/2024

This completed form must be *filed* with the clerk of the Court of Appeals, and copies must be served upon opposing counsel and/or parties.

STATE OF WISC, CIRCUIT COURT	
LEFTY INSIDER **Plaintiff** **versus**	**Motion for** **Addendum to a court ruling to compel Defendant compliance with Plaintiff Request to produce Witness for a hearing and duces tecum for discovery purposes**
CHARPECTRUM COMMUNICATIONS, INC. **dba Charpectrum Mid-America, LLC** **Defendant.**	Case No. 2023SC000xxx

(Name of party making motion) **Lefty Insider**, the Plaintiff moves the court, pursua

to **Wisc Statutes § 801.50 Venue in civil actions or special proceedings as follows**:

The Plaintiff requests an ruling from the court to compel the replacement of the witness identified below for testimony duces tecum.
As the Defendant has indicated in a previous motion that the employee originally listed by the Plaintiff for testimony is no longer in the employ of Charpectrum Communications, Inc. the Plaintiff requests that the court require the Defendant to provide a replacement witness who currently holds the same position at the corporation.
Whereas, the Plaintiff declares, and has shown sufficient proof of the nature of his communications with the Charpectrum Datacenter engineers in Denver, and the Principal Engineer is an employee at his facility, it is integral to the Plaintiffs court case that verbal testimony is provided, test methodologies are illuminated, and test data is shared.
This replacement employee/witness is most likely an internal promotion and is quite likely to be familiar with this complaint, or can readily get up to speed on the details of this case. If this was an outside hire, then this person will probably have at least 60 days to familiarize themselves with the existing facts surrounding this case, prior to the next court hearing.
The chances are that if this Plaintiffs extended interactions with the Charpectrum Engineering Department were as rare, intense, and unprecedented, as the employee had candidly indicated to the Plaintiff over the phone, this should remain memorable to this department.
With this amended motion the plaintiff seeks witness testimony duces tecum and via video conferencing from the following Charpectrum employee:
Replacement Principal Engineer Charpectrum Communications substituting for:
Previously identified Principal Engineer Charpectrum Communications
Any and all data center and field and/or engineering test data on customer account 8245111070007xxx from March 2023 to April 2023, all internal communications the witness was personally involved with email, video, or voice in reference to the plaintiff complaints and this witness's numerous telephone conversations with the plaintiff. These conversations are proven with the Cellular subpoena for phone records.

Date: 12/20/2023

Lefty Insider Signature
Lefty Insider Print or Type Name
lefty@insiderpub.io
3/15/2024

This completed form must be *filed* with the clerk of the Court of Appeals, and copies must be served upon opposing counsel and/or parties.

STATE OF WISC, CIRCUIT COURT	
LEFTY INSIDER **Plaintiff,** **versus.**	**Motion for** **A court ruling to compel Defendant compliance with Plaintiff Request to Produce Documents discovery**
CHARPECTRUM COMMUNICATIONS, INC. **dba Charpectrum Mid-America, LLC** **Defendant.**	Case No. 2023SC000xxx

(Name of party making motion) _ **Lefty Insider**, the Plaintiff moves the court, pursuant to **Wisc Statute § 801.50 Venue in civil actions or special proceedings as follows**:

Discovery. The requesting party must state in writing that the party has completed discovery which he or she intends to conduct (or that he or she has filed a motion to compel discovery of information which has not been timely furnished in response to a discovery request) and that he or she has complied with any discovery requests of the other party.
https://www.wisccourts.gov/services/attorney/docs/discprotoc.pdf

804.12 Failure to make discovery; sanctions.
https://docs.legis.wisc.gov/statutes/statutes/804/12/1

Wisc Statutes § 801.50 Venue in civil actions or special proceedings.
Chapter 801 - Civil procedure — commencement of action and venue.
Wisc Statutes §804.01(2)(e). Specific limitations on discovery of electronically stored information
2. If a party fails or refuses to confer as required by subd. 1., any party may move the court for relief under s. 804.12 (1).
3. If after conferring as required by subd. 1., any party objects to any proposed request for discovery of electronically stored information or objects to any response under s. 804.08 (3) proposing the production of electronically stored information, the objecting party may move the court for an appropriate order under 804.01(3).

The appellant requests an exparte ruling from the court as the Respondent Charpectrum Communications, Inc. Legal Response Operations Center (LEROC) has been noticed via email and via certified/registered USPS mail on September 28, 2023 and via email on November 7, 2003 (documents on file) and via a verbal court order to Charpectrum employee representative and witness One via Zoom on November 8, 2023.
Affidavit included.

The Respondent, Charpectrum Communications, Inc. has been deficient in compliance in the following ways:
1.This document package was put together in a seemingly careless and haphazard manner with no subject or chronological order
2.There are numerous unexplained and unacceptable redactions
3.The enclosed emails lack the original graphical content that allow them to be logically understood

4.An excessive amount duplications of content within, akin to throwing a lot of stuff against a wall to see what might stick 5.Does not provide internal written communications or any internal test data 6.Includes nonsensical duplication of emails sent, and not internal emails as requested 7.Includes duplication of much of previous submission to and to the court 8.Provides no email, voice or Zoom/Teams, social media, text messaging, or other internal multimedia communications 9.Does not include all four of employee communication requested 10.Many pages containing only a single attachment graphic, as if Defendant had not viewed this package before sending 11.Defendant data retention polices as stated are not in line with Email Retention Policy Best Practices for 2023 which indicate a 2-7 year retention according to the industry involved. https://jatheon.com/blog/email-retention-policy-best-practices/ which states that all public companies under Federal law Sarbanes-Oxley (SOX) require 7 years retention.
Date: 12/4/2023
Lefty Insider Signature Lefty Insider Print or Type Name lefty@insiderpub.io
This completed form must be *filed* with the clerk of the Court of Appeals, and copies must be served upon opposing counsel and/or parties.

STATE OF WISC, CIRCUIT COURT	
LEFTY INSIDER **Plaintiff** **versus**	**Motion to** **Compel Defendant's production of corporate email retention policy**
CHARPECTRUM COMMUNICATIONS, INC. **dba Charpectrum Mid-America, LLC** **Defendant**	Case No. 2023SC000xxx

Lefty Insider, the Plaintiff moves the court, pursuant to **Internal Revenue Service 1.15.6**

Managing Electronic Records and also Plaintiff Request to Produce Documents

It is the stated contention of the Plaintiff that this Defendant has not been fully compliant with the Plaintiff document request. '
Further, the Defendant has not provided any evidence of a purported 90 day corporate email document retention policy.
Further, it has become clear based on the Defendant's limited compliance with the aforementioned request, that emails beyond this 90 day time periods are in fact largely available to this Defendant, and have been either redacted, incomplete, or have not been made available to the Plaintiff.
It is the Plaintiff's belief that a multi-billion dollar corporation like Charpectrum utilizes a Document Management System (DMS) to ensure legal compliance with various legal and regulatory requirements and for Risk Management purposes.

Therefore, the Plaintiff requests relief from this court to compel this compliance.

Date: 12/15/2023

Lefty Insider Signature
Lefty Insider Print or Type Name
lefty@insiderpub.io

This completed form must be *filed* with the clerk of the Court of Appeals, and copies must be served upon opposing counsel and/or parties.

STATE OF WISC, CIRCUIT COURT	
LEFTY INSIDER **Plaintiff,** **versus.**	**Motion for** **A Pre-Hearing Conference**
CHARPECTRUM COMMUNICATIONS, INC. **dba Charpectrum Mid-America, LLC** **Defendant.**	Case No. 2023SC000xxx

(Name of party making motion) _ **Lefty Insider** , the Plaintiff moves the court, pursuant to

CHAPTER 799 PROCEDURE IN SMALL CLAIMS ACTIONS Wisc Statute 799.208 Pretrial conference

The Plaintiff requests a pre-hearing conference of all parties to be held subsequent to the Dec. 22, 2023 witness declaration date and prior to the currently scheduled hearing date of Jan. 5 2024

This hearing is proposed to resolve the three primary issues in contention in order to avoid further delay in this hearing date:

1. Discovery compliance
2. Witness testimony
3. Venue accommodations

1.The document discovery submissions by the defendant to this point have been noncompliant with the plaintiffs 9/26/2023 Request to Produce Documents as **internal** Charpectrum communications and test result data are largely absent or redacted from the defendants submissions to the court and plaintiff.
2.The witness testimony proposal by the defendant clearly does not recognize or address the numerous phone call conversations and approx. 200 plus email messages (included in the plaintiffs discovery submission) exchanged between the plaintiff and the proposed witnesses who have both firsthand knowledge and supporting documentation relevant to this case.
3.Regarding the venue, as a former teacher/instructor/professor, I understand that most people are visual learners. In my view, a digital display presentation is necessary and required to ensure a full understanding of the parties involved of these highly technical materials and the relevant issues.
.

Date: 12/9/2023

Lefty Insider Signature
Lefty Insider Print or Type Name
lefty@insiderpub.io

This completed form must be *filed* with the clerk of the Court of Appeals, and copies must be served upon opposing counsel and/or parties.

Seeking Assistance

Local Attorneys not Helpful to Lefty

It seemed as though this county court system was all about the care and feeding of local lawyers, and the ante for this rigged poker game was consistently $5000.

This with no guarantee of a good result, or even an actual trial, and a strong inclination towards a predetermined negative outcome for any and all Pro se plaintiffs.

From: Law Clerk [mailto:notifications@Dela.com]
Sent: Monday, February 26, 2024 8:37 AM
To: Lefty Insider <lefty@insiderpub.io>
Subject: Canceled: Free Initial Consultation with DeLa Law Office

Hi Lefty,
Your appointment with Attorney DeLa on Tuesday, February 27, 2024 at 01:30 PM (CST) has been canceled.
Appointment name:
Free Initial Consultation
Event description:
During this free consultation we'll review your situation, discussion options, next steps, and how we may be able to assist you.
Appointment date/time:
Tuesday, February 27, 2024 at 01:30 PM (CST)
Thanks,
DeLa Law Office

From: Attorney [mailto:attorney@dela.com]
Sent: Monday, February 26, 2024 8:37 AM
To: lefty@insiderpub.io
Subject: DeLa Law Office

Hi Lefty,
Our attorney has looked over your online submission to our office. Unfortunately, there isn't anything that our firm can do for you. If you would like to seek further legal help, we recommend that you contact the Wisc State Bar, for a lawyer referral. Thank you,

From: State Bar of Wisc [mailto:communications@intouchondemand.com]
Sent: Friday, September 22, 2023 8:51 AM
To: lefty@insiderpub.io
Subject: State Bar of Wisc- Online Self-Referral
Dear Lefty:
Thank you for using our online Lawyer Referral Service. Based on the information you provided, we are referring you to the following attorney:
Attorney Information:
Referral ID: 135772
Adam Hollander

Next steps:
• Tell them you were referred by the State Bar of Wisc (LRIS)
• If the attorney does not answer, do leave a message with your name and number
Your contact information has been sent to the attorney so they will know to expect your call.
Please contact us if you have any questions.

From: Lefty Insider [mailto: lefty@insiderpub.io]
Sent: Monday, October 16, 2023 8:41 AM
To: 'Adam Hollander' < Adam.Hollander@roadedales.com>
Subject: Referral Request-attached

Mr. Adam Hollander
Email: Adam.Hollander@roadedales.com
Area of Law: CNSM - Small Claims
Referral Request Processed: Friday, September 22, 2023
From:
State Bar of WISC
service@wiscbar.org

Mr. Adam Hollander,
Congrats on your recent nuptials!
I spoke with your partner in your absence on Friday, September 22, 2023.
After me having to tolerate some verbal abuse, he gave me some advice, but was rude and antagonistic. He seemed more than a bit annoyed by the 30 minutes for $30 State Bar referral fee structure. He seemed to strongly prefer your standard existing $5 per minute fee structure.
I would guess from this that your firm doesn't do first call consultations gratis.
I am aware that some law firms encourage their partners to provide some amount of pro bono services each year.
I have a 15 min. scheduling hearing on Nov. 8, Case 2023SC000xxx, and was wondering if you would be willing to provide some assistance to a Pro se client.
This does not necessarily mean a court appearance.
This may eventually go to a jury trial.
The advice I need mostly revolves around questions that are procedural and that are a function of the interplay between local court rules and state statutes.
Thanks,
Lefty

From: Adam Hollander [mailto: Adam.Hollander@roadedales.com]
Sent: Tuesday, October 17, 2023 1:20 PM
To: Lefty Insider <lefty@insiderpub.io>
Subject: RE: Referral Request-attached

Lefty, unfortunately I am not in a position to be able to help you out at this time. I encourage you to reach out to more law firms, however, as some may be searching for pro-bono opportunities.
Regards,

From: Lefty Insider [mailto: lefty@insiderpub.io]
Sent: Monday, March 18, 2024 4:04 PM
To: 'Attorney Polakski' <polakski@sbcglobal.net>
Subject: SC case Part One

Attorney Polakski,

After speaking with you today and spending an hour or so with the Clerk of Courts at the courthouse, I have come to believe that this SCC case is at a dead-end and the only reasonable way forward is to either give up or go to Civil Court. This judge really got my dander up with his bloviating and condescension, and quite frankly disrespect for both me and the process.

I do not, and have not easily quit anything in my life.

So we go forward now. I think that at a minimum we add your required $5k retainer to my $5k expenses and overcharges, and then up the Punitive Damages from $5k to the $10k limit.

Before I sent you a $5000 retainer check I have a few questions:

It is essential that this is a jury trial and it cannot be left solely to a judge, and preferably not the same one. I am confident that I can convince a jury, if properly selected, and delivered my full presentation, of course.

I have a Bachelor's Degree in Technical Education and a Master's Degree in Adult Education. I have taught at the primary, secondary, and postsecondary levels including at MSOE. I have also done corporate training and training materials development for many years.

So how do we start this, and briefly what is the Civil process like? I don't want to blow past the retainer.

I have attached my technical credentials, which related to my expert witness testimony in this case. I have also attached a bio that you know more about me personally.

I will also send you a more technical second email, including the bulk of my evidence.

Meanwhile , what do we do about the Jan. 28 court date?

Thanks,
Lefty

From: 'Attorney Polakski' [mailto: polakski@sbcglobal.net]
Sent: Monday, March 18, 2024 4:56 PM
To: 'Lefty Insider' <lefty@insiderpub.io>
Subject: RE: SC case Part One

I will need the $5,000 payment before being able to give knowledgeable answers to any of your questions. But our first step will be to bring a motion to have this removed to "big claims" court. I've done that before, and that should automatically remove your hearing for next week.

Thanks,
Attorney Polakski

So much for a free initial consultation.

From: Lefty Insider [mailto: lefty@insiderpub.io]
Sent: Monday, March 18, 2024 5:08 PM
To: 'Attorney Polakski' polakski@sbcglobal.net
Subject: RE: SC case 0xxx Part One

Attorney Polakski,
I had my checkbook with me when I stopped in today to ask these two questions, which I assumed would be part of a free initial consultation.
Is there an Engagement Agreement letter that lays out terms?
Lefty

From: 'Attorney Polakski' [mailto: polakski@sbcglobal.net]
Sent: Monday, March 18, 2024 5:25 PM
To: 'Lefty Insider' lefty@insiderpub.io
Subject: RE: SC case Part One

Yes.
Attorney Polakski

From: Lefty Insider [mailto: lefty@insiderpub.io]
Sent: Monday, March 18, 2024 5:27 PM
To: 'Attorney Polakski' polakski@sbcglobal.net
Subject: RE: SC case Part One

Attorney Polakski,
Send or email and I will send a check after thinking it over this evening.
Lefty

From: Lefty Insider [mailto: lefty@insiderpub.io]
Sent: Tuesday, March 19, 2024 8:35 AM
To: 'Attorney Polakski' polakski@sbcglobal.net
Subject: SC case Part Two

Attorney Polakski,

So after having further considered our previously discussed arrangement, and reviewing your Engagement letter, I would like to propose the following:

I provide a $1000 retainer for a joint examination of my evidence by me presenting this evidentiary PowerPoint slide presentation to you personally at your office.

We should do this as soon as you can set aside four or more hours for this project.

If we determine that we can build an evidentiary case from at least some of the 150 or so slides in the deck, we will move forward to Civil court with the remainder of the $5k retainer due.

We could then jointly edit this PP prior to court, based on my technical knowledge and your legal evidence admissibility advice and experience.

If not, and the majority of my evidence is inadmissible, or if I cannot get a jury trial, then I have effectively no chance of winning this case and will withdraw.

I have provided this a digital pdf file of this presentation to the defendant and the court, as a replacement/update for an earlier one from last year.

Here are a few additional items regarding the presentation that we can talk about.

1. All tests were professionally and scientifically conducted by myself, or someone known to me as an expert.
2. The data shows that I am far from the only one with these problems, but yet others outside of Charpectrum don't know of care at this point.
3. All evidence is linked to the source for verifiability and credibility
4. All outside data is publically available, e.g. FCC, M-Lab, Purdue Univ.
5. Charpectrum two test results proffered as evidence are either questionable (unverifiable) or irrelevant.
6. I suspect that I will be the one and only witness in my case presentation

Btw, if by bad luck we get the same judge, I would want him to recuse due to prior involvement in the case.

PS. Am I opening myself up to defendants legal fees in a Civil trial? Or does the *American Rule* apply here, whereby each pays their own?

Thanks,
Lefty

From: 'Attorney Polakski' [mailto: polakski@sbcglobal.net]
Sent: Tuesday, March 19, 2024 9:27 AM
To: 'Lefty Insider' lefty@insiderpub.io
Subject: RE: SC case Part Two

No. It's $5,000 or nothing. You took on a billion dollar corporation. I can't help you on the cheap. The Advanced Fee Agreement is attached. **In 24 hours, the advanced fee goes up to $6,000**, due to the extra urgency of dealing with a trial that is coming up next week.

Just so you know, I talked to 7 people yesterday who called about hiring me. I am not hurting for business, which gives me the luxury of setting the terms. These are the terms. Sorry to be this abrupt, but this is the reality.

Thanks,
Attorney Polakski

From: Lefty Insider [mailto: lefty@insiderpub.io]
Sent: Tuesday, March 19, 2024 10:36 AM
To: 'Attorney Polakski' polakski@sbcglobal.net
Subject: RE: SC case Part Two

Attorney Polakski

I made a reasonable offer to a guy who claims on his website that everyone deserves his or her day in court.

Paying you a lot of money for a free education on how the Internet works, how Charpectrum is exploiting hundreds of thousands if not millions of people, and then for your experience to determine if I in fact have a case that meets the legal requirements of a county Circuit Court of law.

A simple proposition, but your customer reviews also say that you can act like an ass. I can now see why.

So nothing it is then,
Lefty

From: 'Attorney Polakski' [mailto: polakski@sbcglobal.net]
Sent: Tuesday, March 19, 2024 10:48 AM
To: 'Lefty Insider' lefty@insiderpub.io
Subject: RE: SC case Part Two

Sounds good. But sometimes someone who is ***capable of being an ass*** is exactly what is needed in a court room.
Good luck,
Attorney Polakski

From: Lefty Insider [mailto: lefty@insiderpub.io]
Sent: Wednesday, March 20, 2024 3:02 PM
To: Mapleton, P <pmapleton@attorneys.com>
Subject: SC case Part Two

Hi Phil,
I know that you only do real estate law but I thought you might find the above email chain entertaining.
And lucky me, I found yet another local attorney who is an ASS.
Makes me appreciate that you were not, when I really needed your help.
Here is where I am at:
So back to my trial next week:

1. I am not allowed to call the Charpectrum witnesses that I am requesting
2. I am not allowed to get the internal Charpectrum documents that I have requested
3. I am not going to be allowed to present to a jury
4. I am not going to be allowed to present my PowerPoint presentation digitally
5. I am going to be time constrained to 1.5 hours for both sides of this case. (I am glad that I am not wrongly accused of murder in this county because my defense would be similarly time limited)
6. I cut my presentation in half and will be using paper copies as in the original hearing (hopefully I cut out the right stuff)
7. I will be severely time limited and then most likely ruled against for insufficient evidence, yet again.
8. The staff at the Clerk of Courts are unhelpful. I don't know how an average person could navigate all of this. Or is that the point?
9. I have burned up my 30 min for $30 on a referral lawyer from the State Bar.
10. My research has turned up conflicting information and State Laws or precedent are sometimes different in this county.

Turns out that I am battling the court system as well as Charpectrum.
This is our system. The underlying operating system of our democracy appears to be badly broken for anyone who is bold enough to attempt to use it.
I want to be ahead of the unknown, unknowns.
I can't wait (shiver) to see this farce plays out in reality.
Thanks,
Lefty

From: Mapleton, P [mailto: pmapleton@attorneys.com]
Sent: Wednesday, March 20, 2024 3:19 PM
To: Lefty Insider lefty@insiderpub.io
Subject: RE: SC case Part Two

Lefty,

This is entertaining!

I am not hurting for work either, but my rates don't reflect *surge pricing* like demand for airline tickets, or calling a frigg'in Uber. Good heavens.

I haven't done litigation work in probably 25 years, so I'd really have to crack the books to figure out the answers to your questions, and that's not going to be cost-effective for you. Even our associates have to bill these days at north of $300/hour. I'd be happy to share what I know off the top of my head…if I knew anything. Your questions are procedural and really a function of the interplay between local court rules and state statutes.

I suppose my interest and sympathetic view of the justness of your cause might be mistaken for a real ability to offer you something of value. I assure you, I have no special, or even modest abilities to help with. My last foray with the WISC Courts was, in fact, last century.

As for your future prospects beyond Circuit Court, my gut tells me that the upper courts won't touch this until the trial court has addressed the merits of your case, not having just dismissed it preliminarily on procedural grounds.

I sincerely appreciate your offers, and I only wish I could direct you to someone who could be of legal assistance.

Wish I could be of more help. Sorry.

I look forward to hearing how it went.

Phil

Grasping at Straws or Perhaps Tilting at Windmills

And then Lefty logically tried to reach out to some of the longtime guardians of the Internet, local agencies of law enforcement, consumer protection, and government legislators.

-----Original Message-----
From: referrals@eff.org [mailto: referrals@eff.org]
Sent: Tuesday, November 14, 2023 12:49 PM
To: Lefty Insider <lefty@insiderpub.io>
Subject: Re: WISC-based Individual Seeks Consultation in Consumer Rights Matter w/ ISP

Hi Lefty,

I'm very sorry, but we have not received any responses to our request for an attorney referral for you. Normally we have heard from interested attorneys within the first few days, so we suggest that you seek counsel through other channels at this point.

Of course if we do hear from someone in the future, we'll forward you their information.

Best of Luck,
Electronic Frontier Foundation

From: WISC Consumer Protection [mailto:consumerprotection@doj.state.wisc.us]
Sent: Monday, August 07, 2023 12:45 PM
To: lefty@insiderpub.io
Cc: DATCP Hotline (DATCPHotline@wisc.gov) <DATCPHotline@wisc.gov>
Subject: Insider, Lefty Citizen Complaint 2023-043xx

Mr. Lefty Insider:

Thank you for contacting the WISC Department of Justice concerning your complaint. We are sorry to hear of the difficulties you are having, and we appreciate you taking the time to bring your concerns to our attention.

Under WISC law, the WISC Department of Agriculture, Trade, and Consumer Protection (DATCP) is the state agency with the primary authority to conduct initial reviews and subsequent investigations of consumer complaints like yours. Consequently, your correspondence has been forwarded to DATCP and they will attempt to assist you in resolving your complaint. Should DATCP, after an investigation, determine that an enforcement action in court might be warranted, it can refer the matter back to our office for possible litigation.

If you have other questions or further information that could assist DATCP as it reviews your complaint, please feel free to call DATCP at 1-800-xxx-xxxx. Make sure to notify DATCP if your address or phone number changes. Correspondence can be mailed to: WISC Department of Agriculture, Trade, and Consumer Protection

We hope that your complaint gets resolved to your satisfaction.
Sincerely,
Division of Legal Services/Public Protection Unit

From: Consumer Protection Supervisor-DATCP' <DATCP@wisc.gov>;
Sent: Monday, November 06, 2023 10:58 AM
To: Lefty Insider [mailto: lefty@insiderpub.io]
Subject: RE: Small Claims Court case 23SC0xxx – Lefty Insider vs Charpectrum
Good Morning,

We cannot provide any legal assistance or any comment on the submitted materials for a legal proceeding. I apologize for the short nature of this response, but as I said we cannot provide legal advice or make any comment that could be perceived as legal advice, legal recommendations, or legal interpretations.

Sincerely,
Consumer Protection Supervisor
Bureau of Consumer Protection/Division of Trade and Consumer Protection
Department of Agriculture, Trade and Consumer Protection

From: Intern [mailto: Intern@legis.wisc.gov]
Sent: Monday, July 26, 2021 1:32 PM
To: Lefty Insider [mailto: lefty@insiderpub.io]
Subject: RE: Charpectrum Communications Inc. 116xxx CP complaint
Dear Mr. Insider,

Thank you for bringing this matter to the attention of the Senator. I will make sure the senator knows of the unfortunate situation you are currently dealing with regarding Charpectrum and DATCP.

It truly is a frustrating situation, one that should not be challenging to make progress on and yet is. The Senator has spent many years representing parts of NE WISC and has always made it his priority to do what he can for his hardworking constituents. If there is any possible way for the Senator to be of assistance, please do not hesitate to ask. Although as a legislator he is in no position of authority and could not be involved if this goes legal, he is always more than willing to do what he can.

The Senator has incessantly pushed for the expansion of broadband in this area, resulting in the Republican 2021-23 budget that granted $125M toward broadband' s expansion in rural areas. While this does not deal with your underlying concern with Charpectrum, you can be assured that the Senator fully realizes the importance of high-speed Internet in the homes and businesses across the state.

I do apologize for the delayed response to your email. Our office is doing everything we can to respond to emails as quickly as possible, but unfortunately the influx of emails from the beginning of the session caused a delay in our responses.

Again, thank you for reaching out and let us know if there is anything we can do to help you.

Office of the Senator
Intern | District Office

From: Legislative Assistant [mailto: Legislative Assistant@wisc.gov]
Sent: Thursday, April 01, 2021 12:39 PM
To: Lefty Insider [mailto: lefty@insiderpub.io]
Subject: RE: Charpectrum Internet network problems

Hello Lefty,

Thank you for reaching out to our office regarding your unfortunate circumstance. Given the nature of your inquiry, I referred your email to Legislative Council for more insight. Below you will read the answer they provided for me. I logged your contact that way the Representative is made aware of the issue. He will call or email in response to address your concerns on this matter. Thank you for your patience and hope that the procedure highlighted in the following response assist you:

"I've read through the complaint and put together some information that may be helpful for following up with the constituent."

The constituent's email relates to an ongoing issue he is facing with broadband service provided by Charpectrum. Despite ongoing back and forth with the company and various troubleshooting efforts, it appears that he is continuing to receive service at lower speeds than advertised.

The issue of customers experiencing slower broadband speeds than advertised appears quite common. This has resulted in enforcement action by various states. Notably, the New York Attorney General (AG) brought a civil enforcement action against Charpectrum in 2017, alleging that the company "conducted a systematic scheme to defraud and mislead subscribers to its Internet service by promising to deliver Internet service that it knew it could not and would not deliver." In 2018, Charpectrum and the New York AG reached a settlement agreement. Among other things, the agreement provided $62.5 million in refunds to customers and required Charpectrum to implement various marketing and business reforms.

Based upon the constituent's complaint, it is possible that Charpectrum may be engaged in deceptive advertising under s. 100.18, Stats. Given this, the constituent may wish to file a consumer complaint with DATCP. DATCP maintains a page specifically for filing complaints related to telecommunications, available here. Depending upon the nature of consumer complaints, DATCP could refer the issue to the state AG for enforcement.

The AG may also pursue enforcement action on its own, or in combination with other state Attorneys General. Notably, state AGs may bring Parens Patriae actions on behalf of their citizens, which are similar to class-action lawsuits. Parens Patriae actions provide a way to aggregate many individuals' claims against a common defendant, within a single public lawsuit brought by the state. Many of the actions seek injunctive relief against a defendant, such as requiring them to cease and desist unfair trade practices. In addition, AGs may obtain civil penalties, which may include compensation for members of a class who were harmed by the defendant's actions.

While the constituent expresses an interest in antitrust regulation for Internet providers, it's important to note that the state may only pursue antitrust regulations when not preempted by federal law. There is generally extensive federal regulation of the telecommunications industry that may largely preempt state efforts to break up Internet providers. As such, enforcement of existing consumer protection laws is generally a more viable route for addressing consumer Internet issues."

I hope this information is helpful and please feel free to reach out if you have any additional questions that I can help address. Legislative Assistant

Law Firms not to his Rescue

From: Team Debit [mailto:contact@debit.com]
Sent: Monday, March 04, 2024 1:37 PM
To: lefty@insiderpub.io
Subject: Welcome to Debit!

Welcome to Debit!
Dear Lefty Insider,
We're delighted to welcome you to Debit. Our mission is to offer exceptional service, empowering you to navigate legal challenges and recover debts in the most efficient and effective manner.

From: Team Debit [mailto:contact@debit.com]
Sent: Monday, March 04, 2024 12:47 PM
To: lefty@insiderpub.io
Subject: Navigating Your Jury Trial: Debit's Legal Support Services

Dear Lefty Insider,
Thank you for reaching out to Debit.
We understand the challenges you're facing with your case against Charpectrum Communications and commend your perseverance. It's clear you require seasoned legal expertise to navigate the complexities and contradictions of your jury trial efficiently and to ensure your substantial evidence is presented effectively. We're here to support you in this critical journey.
Our Find a Lawyer service is perfectly tailored to meet your needs, offering a direct connection to top-notched legal professionals from our extensive network. Specifically, given your situation, engaging with lawyers experienced in jury trials and equipped to manage exhaustive evidence will be pivotal. Here's how Debit streamlines the process for you:
• Competitive Quotes: We'll collect up to 3 competitive quotes from lawyers equipped to handle cases like yours, ensuring you receive the best possible support at fair pricing.
• Vetted Local Professionals: The lawyers within our network are carefully selected for their expertise, including proficiency in handling complex jury trials ensuring you partner with someone who can effectively champion your cause.
• Zero Fees for Connection: Leveraging Debit to find your legal counsel is entirely free. There are no hidden charges for creating a profile or connecting with lawyers through our platform.
You can discover more about how we can ease your search for the right legal representation here: Find a Lawyer with Debit.
Regarding pricing, we're pleased to inform you that our 'Find a Lawyer' service is 100% free of charge. You can confidently create your free Debit profile to get started and receive comprehensive assistance in navigating the legal system for your case. For further insights on our pricing for other services, feel free to visit the Debit Pricing page.

Next Steps:

1. Create your free Debit account here: Create Your Debit Account
2. Once registered, submit your case directly from the main dashboard.
3. Receive up to 3 competitive quotes typically within 48 hours, enabling you to make an informed choice swiftly.

While you haven't listed specific questions, we hope this information addresses your needs. Should you have any inquiries or require further guidance, please don't hesitate to reply to this email. We're dedicated to assisting you every step of the way in your quest for justice.

Best Regards
Head of Client Advise
Debit.com

From: Debit [mailto:contact@debit.com]
Sent: Sunday, March 10, 2024 11:01 AM
To: Lefty Insider <lefty@insiderpub.io>
Subject: Update on Your Case – No Quotes Received

Update on Your Case – No Quotes Received
Dear Lefty,

We hope this message finds you well. We are writing to update you on the quote request for your case submitted through Debit.

Despite our best efforts and reaching out to our extensive network of partners, we regret to inform you that we have not received any quotes for your case at this time.

Our team remains committed to your case and will persist in seeking resolution up to the statute of limitations.

If this was your initial engagement with Debit:

We understand this might be disappointing. At this juncture, we will close your quote request. However, this does not diminish our commitment to assisting you. We are here to support you with any future legal needs or to discuss alternative solutions.

We appreciate your understanding and patience throughout this process. If you have any questions or would like to discuss the next steps, please reach out to us via contact@debit.com.

Best Regards,
Team Debit

So their fishing for clients did not work here.

From: Lefty Insider [mailto: lefty@insiderpub.io]
Sent: Tuesday, September 10, 2024 5:10 PM
To: Info <info@lawyers.com>
Subject: Additional information regarding a Class Action Lawsuit against Charpectrum

Hello,

This is to follow up on a phone conversation we had earlier today I had with Ann? today.

Based on my experiences to this point, and I have a lot, I have little faith in the court system as Pro se, and even less faith in the DATCP/AG.

I also recently found this, which gets into the whole forced arbitration issue. Charpectrum never raised this arbitration issue with the court.
RAMIREZ v. CHARPECTRUM COMMUNICATIONS INC (2024)
Supreme Court of California.
Angelica RAMIREZ, Plaintiff and Respondent, v. CHARPECTRUM COMMUNICATIONS, INC., Defendant, and Appellant.
S273xxx
Decided: July 15, 2024
https://caselaw.findlaw.com/court/ca-supreme-court/116378xxx.html

Let me know if your response to this email bounces like your last one.
Thanks,
Lefty

From: Intake Specialist [mailto:IntakeSpecialist@lawyers.com]
Sent: Thursday, September 12, 2024 5:37 PM
To: Lefty Insider lefty@insiderpub.io
Subject: RE: Additional information regarding a Class Action Lawsuit against Charpectrum

Dear Lefty,
Thank you for contacting our offices and for providing this information. We sincerely appreciated the opportunity to speak with you. After a thorough review of the information you provided, our firm's attorneys have decided not to become involved in the pursuit of this claim. This does not necessarily mean that they believe your case is without merit. It simply means that we are not in a position to help you at this time. We recognize that you are concerned about your situation and would suggest that you speak with another attorney.

There may be a statute of limitations, in other words, a time limit, applicable to a case like yours. We have not calculated it for your case but would suggest that if you wish to pursue it, you should do so immediately. If you wish to speak to another attorney regarding your situation, we suggest you contact the WISC State Bar Lawyer Referral Service at 800-362-90xx.

Again, we regret that we cannot help you at this time. We wish you all the best going forward.

Sincerely,
Intake Specialist
info@lawyers.com | www.lawyers.com

From: Lefty Insider [mailto: lefty@insiderpub.io]
Sent: Friday, September 13, 2024 10:20 AM
To: 'info@lawyers.com' info@lawyers.com
Subject: RE: Additional information regarding a Class Action Lawsuit against Charpectrum

Just for your own info, the WISC State Bar lawyer referral service does not have _any_ Class Action attorneys on their list.
Back to square one.
PS. I also tried two Chicago attorneys, involved in recent class actions, and got no interest there either.
Lefty

So they were either uninformed or blowing him off. Lefty suspects the later.
As it also turned out there was a problem with configuration of their email server. Will this shit just never end?

From: Lefty Insider [mailto: lefty@insiderpub.io]
Sent: Thursday, September 12, 2024 12:52 PM
To: 'info@lawyers.com' <info@lawyers.com>
Subject: [#XJK-289xxx] email rejection

Info,
I got to the bottom of your email problem, see below.
I guess it was you and not me then.
Lefty

Lefty Insider
Support,
I was sent an email from the lawyers.com domain and they told me it bounced from my server with a "*this email is rejected due to spam"* message.
I don't have the message available to me.
Any ideas?
Thanks,
Lefty

From: My Email Server [mailto:support@mailserver.net]
Sent: Thursday, September 12, 2024 12:46 PM
To: Lefty Insider lefty@insiderpub.io
Subject: [#XJK-2896xx] email rejection

Hello Lefty,
The problem is that their mail servers IP was on a blacklist: https://www.spamcop.net/w3m?action=blcheck&ip=40.107.243.xxx That was at 15:30:10 on the 10th. When I checked it now, it has been removed. They should be able to re-send. That is a Microsoft IP address, and we've seen more and more Microsoft mail IP's getting listed. Thank you, Linux Systems Engineer

Not much is the way of free legal aid either

From: noreply@freelegalanswers.org [mailto: noreply@freelegalanswers.org]
Sent: Tuesday, February 27, 2024 2:10 PM
To: lefty@insiderpub.io
Subject: Verification E-Mail

Welcome to Free Legal Answers!
New User Verification
You have registered a new account with Free Legal Answers. To verify that you own this email address, please click the link below to verify your account. If you did not register an account, take no action. Your account will remain disabled.
Click to Verify Account
Thank you,
Free Legal Answers Administration

Opposing Parties:
Charpectrum Communications, Inc. dba Charpectrum Mid-America, LLC
I have a 160 page 20mb pdf and 160 slide 120 mb PowerPoint slide deck with a preponderance of evidence to explain and support my case.
County Small Claims Court Case 23-sc-xxx
Asked on February 27, 2024 at 4:15 PM CST
Legal Deadline: Mar 28, 2024 | Description: Status hearing scheduled for March 15 1:15 pm and trial on March 28
8:30 am.
9 replies

Wisc https://wi.freelegalanswers.org/Question? Id=906xx
1 of 9 3/18/2024, 8:43 AM
Lefty Insider,
This Plaintiff is suing Charpectrum in this court action:
• To recover some of their excessive, unwarranted, unjustifiable, and exploitive monthly Internet connection overcharges (50% of five years bills or approx. $2500)
• To recover personal equipment expenses incurred in attempts to achieve their advertised and billed fees relative to promised Internet speeds (have receipts of approx. $2500)
• There are also some punitive damages for you to consider ($5000)
I lost this case in a SCC court action on Jan. 5, due to insufficient evidence but was not allowed the time to present my evidence, nor call my witnesses, nor challenge the defendants lack of compliance with my document discovery and my motions for their firsthand witness testimony requests via video teleconference.
Questions I have right now:
1. Is there such a thing as a WISC court Evidentiary Hearing motion form and if not how do I get my evidence in?
2. How long will I have to present my case, and can I use a visual presentation of evidence via PowerPoint? I have at least two - three hours of evidence presentation to a jury.

3. I feel that I am getting jerked around without an attorney. Can you help with the legal motions for compelling defendant document discovery, defendant witness testimony, and plaintiff evidence entry?

I am the first hand exert witness and the generator of the majority of the evidence to be presented. Credentials attached.

I am sure that there are more unknowns here. I will be very appreciative of any help you can provide. I have been turned down by everyone far and wide, I am a retired senior on SS, and a partially disabled veteran. I am not destitute but cannot afford an attorney.

I will stop being wordy now so you can read the attachments,

Lefty

PLANTIFFS RESPONSE TO COURTS DECISION AND ORDER__001.pdf (/Storage/Download?id=6356)

Completed Request for Status Conference FA-4132V__003.pdf (/Storage /Download?id=6358)

Demand for Trial combined docs__004.pdf (/Storage/Download?id=6359)

PLAINTIFF'S COMBINED RESPONSE BRIEF IN OPPOSITION__004.pdf (/Storage /Download?id=6360)

PLANTIFFS POST-TRIAL BRIEF__005.pdf (/Storage/Download?id=6361)

Discovery Motion __006.pdf (/Storage/Download?id=6362)

Witness Motion __007.pdf (/Storage/Download?id=6363)

Shortened 23SC0xxx Summons and Complaint__008.pdf (/Storage/Download?id=6364)

WISC https://wi.freelegalanswers.org/Question?id=90693

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Lefty Insider Technical Credentials__009.docx (/Storage/Download?id=6365)

From You

March 1 at 1:30 PM CST

I went ahead and added this attachment to my existing questions.

Motion for an Evidentiary Hearing__001.pdf (/Storage/Download?id=6370)

From the Volunteer Attorney 12328

March 4 at 10:15 PM CST

Hello Mr. Insider,

I can understand how frustrating it must be to spend countless hours to get your money back. Based on the information you provided, I understand you would like to obtain an evidentiary hearing to present your evidence, utilize a PowerPoint presentation in order to do so, and, in general, seek assistance with filing legal motions for compelling defendant document discovery, defendant witness testimony, and plaintiff evidence entry. Please see answers to your questions below and some resources to guide you.

PART 1 – WISC Court Evidentiary Hearing Motion Form.

You had a hearing in front of the commissioner. You filed a demand for trial which allows you to go in front of the judge in a new trial.

It seems you are suggesting that you have newly discovered material evidence that you were not given the time to present in trial. This new hearing will allow you the time to present newly discovered material evidence or evidence not previously presented.

COUNTY SPECIFIC

Here (https://countywi.gov/departments/clerk-of-circuit-court/court-resources/small-claimsunit/) is a link your County's Small Claims Unit. If you contact them they may be able to point you in the direction of the correct motion forms to retry your case and provide motion forms for a potential evidentiary hearing.

Small Claims Unit – Small Claims Unit Contact Information

Small Claims Clerk: Small Claims Clerk@wisccourts.gov

County Local Court Rules (http://www.wiscbar.org/Directories/CourtRules /WiscCircuitCourtRules/CountyCircuit20CourtRules.pdf) for county specific civil procedure information

Below are some resources, including guides, motion forms, and various legal actions to review.

• Petition and Order to Redocket Judgment (https://wisccountywi.gov/wp-content/uploads/2021/01/petition-and-order-for-leave.pdf)(County forms) pursuant to Wisc.Stats. 806.23, to request leave to bring action on judgment, to renew judgment and preserve rights to execution on judgment. However, in this case no judgment has been entered.

Wisc https://wi.freelegalanswers.org/Question?id=90693

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• Basic Guide to Wisc Small Claims Actions (https://www.wicourts.gov/formdisplay/SC-6000V_instructions.pdf?formNumber=SC-6000V&formType=Instructions&formatId=2&language=en) Step by step guide to small claims actions. Voluntary form.

• Pre-Judgment: Basic Steps for Handling a Small Claims Case for Recovery of Money Basic Steps for Handling a Small Claims Case for Recovery of Money (https://www.wisccourts.gov/formdisplay /SC-6020V_instructions.pdf?formNumber=SC-6020V&formType=Instructions&formatId=2&language=en). Voluntary form.

For Small Claims, use SC-302.

PART 2 – Visual presentation of PowerPoint/how to get evidence in

Yes, a PowerPoint presentation would be permissible to present as your evidence, so long as you submit it properly via discovery. However, the small claims generally are scheduled for thirty minutes to an hour, so the length of the PowerPoint is unlikely to be allowed. The goal is to present your strongest argument first and expect to not be able to present one or two additional supportive arguments.

• Wisc Court System: Self-Help Law Center – Representing Yourself in Court

https://www.wicourts.gov/services/public/selfhelp/selfrep/ (https://www.wicourts.gov/services/public/selfhelp/selfrep/)

PART 3 – Pro Se/Motions for Compelling Discovery

I understand it must be difficult and time consuming to handle the legal process on your own. Below are some resources to legal advice that may guide you.

• See Stat. 804.12 (https://docs.legis.wisc.gov/statutes/statutes/804/12#:~:text=A%20party%2C%20upon%20reasonable%20notice,order%20compelling%20discovery%20as%20follows%3A&text=(a)%20Motion.,make%20a%20designation%20under%20s.) Failure to Make Discovery; Sanctions.

• See Stat. § 804.01 (https://docs.legis.wisc.gov/statutes/statutes/804/01) General Provisions Governing Discovery

This is brief legal advice. We are unable to draft discovery motions as that is beyond brief advice.

Hiring an attorney through the State Bar of Wisc provides a Lawyer Referral & Information Service. Please see their contact information below.

Lawyer Referral & Information Service (https://www.wiscbar.org/forPublic/INeedaLawyer/Pages/lris.aspx)

Wisc https://wi.freelegalanswers.org/Question?id=90693

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If you would like to speak with an attorney over Zoom, you may contact the Remote Volunteer Legal Clinic. (https://lawclinic.edu/mvlc/)

All considerations taken.

From You

March 5 at 8:41 AM CST

Volunteer Attorney 12328

Thank you for your very extensive reply.

I will respond to your suggestions in bold in the hope that you may have further advice.

It seems you are suggesting that you have newly discovered material evidence that you were not given the time to present in trial.

Actually no, i was not allowed to present all the evidence, testimony that I had available at the time.

Here (https://wisccountywi.gov/departments/clerk-of-circuit-court/court-resources/small-claimsunit/) is a link your County's Small Claims Unit. If you contact them they may be able to point you in the direction of the correct motion forms to retry your case and provide motion forms for a potential evidentiary hearing.

I have been in contact with them numerous time in person and email and they are very unhelpful, borderline obstructive.

Currently I am having problems getting them to identify the form that I need to subpoena phone records.

Yes, a PowerPoint presentation would be permissible to present as your evidence, so long as you submit it properly via discovery. However, the small claims generally are scheduled for thirty minutes to an hour, so the length of the PowerPoint is unlikely to be allowed.

We are now talking about Circuit Court and not Small Claims but the distinction is a bit puzzling at times. The PowerPoint was provided in discover last August when I filed the initial Summons and Complaint.

This is brief legal advice. We are unable to draft discovery motions as that is beyond brief advice.

Hiring an attorney through the State Bar of WISC provides a Lawyer Referral & Information Service.

Numerous lawyers have already rejected representation due to the $5000 limit of the case.

Below are some resources, including guides, motion forms, and various legal actions to review.

I appreciate the tips but I have already read all of these documents except for the State Statutes on Discovery. I have already made Motions to Compel which were set aside by the SCC Commissioner.

If you would like to speak with an attorney over Zoom, you may contact the Remote Volunteer Legal Clinic. (https://law.edu/mvlc/)

The wait-list is closed at this time. I have been seeing this message or a week or so.

WISC https://wi.freelegalanswers.org/Question? Id=90693

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Yes, a PowerPoint presentation would be permissible to present as your evidence, so long as you submit it properly via discovery. However, the small claims generally are scheduled for thirty minutes to an hour, so the length of the PowerPoint is unlikely to be allowed.

This is now going to be a jury trial and I am hoping that I can have a few hours to present my witness testimony/evidence. This court is not setup with a display screen for the jury and other necessary visual and audio equipment, so who knows what will happen.

This is brief legal advice. We are unable to draft discovery motions as that is beyond brief advice.

My most recent Motion for an Evidentiary Hearing__001.pdf (https://wisc.freelegalanswers.org/Storage/Download? Id=6370) asks the court to review these prior motion and provide a written (not oral) decision.

I don't know how else you can help me, but I do need some help.

Thanks,

Lefty

Court Deposition of Charpectrum employees__001.pdf (/Storage/Download?id=6380)

Juror questions__002.pdf (/Storage/Download?id=6381)

Jury Trial Opening Statement__003.pdf (/Storage/Download?id=6382)

Jury Trial Closing Statement__004.pdf (/Storage/Download?id=6383)

From the Volunteer Attorney 12328
March 5 at 8:52 PM CST
Hello Mr. Insider,
The upcoming trial on March 28 at 8:30 is a new trial, the previous hearing in front of the commissioner will not factor in. It is a new trial.
The subpoena needs to be drafted, you are looking for a Subpoena duces tecum. Here is a link (https://www.dela-law.com/issuing-a-subpoena-in-wisc-a-step-by-step-guide#:~:text=Step%203
%3A%20File%20the%20Subpoena,the%20required%20filing%2Fservice%20fees.) about subpoena.
The clinic is first come first served, so you need to log in around 11 to be in the Thursday 11:30 am -1:30 pm session. There is no way around that option. Your case does not have fee shifting, so there is not a hook for an attorney to be guaranteed payment from Charpectrum.
It has not been my experience for Small Claims to draft written orders. Small Claims is relaxed rules to allow unrepresented individuals to be able to operate in court. I would not expect Small Claims to draft written orders.
All considerations taken.
From You
March 6 at 8:15 AM CST
Volunteer Attorney 12328,
Wisc https://wi.freelegalanswers.org/Question?id=90693
6 of 9 3/18/2024, 8:43 AM
Thanks again for the response.
It is a new trial but everything, documents and motions, carry over from the previous one. Thanks for the tip on the clinic.
Got this today from the Charpectrum outside counsel:
"We are in receipt of plaintiff's Motion for Evidentiary Hearing [Dkt 100]. Please consider this letter as defendant's response to same.
Defendant previously filed a Motion and Brief to Quash Depositions on December 13, 2023 [Dkt 69 and 70]. Defendant also previously filed a Combined Response Brief in Opposition to Plaintiff's Motions to Compel, et al. [Dkt 71]. We would reiterate our position in said motions and will not be filing anything additional to plaintiff's current motion, as it would be redundant to file anything additional at this point. Also of note is the Small Claims Court Commissioner denied all of these motions previously brought by plaintiff, they were not deferred."
I did ask for, and get a written final ruling from the Commissioner on the SCC case.
I have already filed Subpoena duces tecum for witnesses in the previous case.
What I need to do now is file a subpoena for phone records to the phone company.
Form GF126x does not appear to be the proper form and cannot be modified.
Court clerks are not being helpful.
Lefty

From You
March 6 at 12:34 PM CST
Helpful Volunteer Attorney 12328,
I verified with the Clerk of Courts today that they _will_ not tell me what form to use for a subpoena as that would be considered "legal" advice.
I don't know if this is just laziness or very real obstruction.
I went ahead anyway, am stubborn that way, and created the two additional attached forms to submit based on web research legal advice.
Any advice is appreciated,
Lefty

From You
March 6 at 12:36 PM CST
Oops wrong click. Here they are.
Completed Cellular Subpoena GF-126A__001.pdf (/Storage/Download?id=6384)
Cellular Subpoena Affidait__002.pdf (/Storage/Download?id=6385)
Wisc https://wi.freelegalanswers.org/Question?id=90693

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From the Volunteer Attorney 12328
March 8 at 1:51 PM CST
Hello Mr. Insider,
The opposing counsel is simply stating that they are going to stand on the previously filed motions/responses. They are not going to file further response. Your edited subpoena will not be allowed. You would have to draft what you did in the edited form in a new word document with the same formatting. Attorneys draft the subpoenas from scratch. We rarely use the state forms. The Clerk of Courts are restricted from giving legal advice by directive of the WISC Supreme Court. They are not being obstructive but simply limited in what they can say. What you have edited is what you are looking to do, but you need to just draft it from scratch.
All considerations taken.

From You
March 8 at 3:16 PM CST
Got your advice too late as I already had it filed with the clerk this morning, no problems. Got this message below from the clerk two days ago so that is why I went ahead with it.
"I apologize that you are not satisfied with my response. The only Subpoena form that my office offers is the Subpoena form that you referenced in your email. I have attached a copy of the same hereto, along with the Form Summary, which you may find helpful. Please note, under the purpose of form, on the form summary, it states, this form may be used to require the person to bring specific documents to court.
I sincerely hope this is more helpful to you."
1. "The upcoming trial on March 28 at 8:30 is a new trial, the previous hearing in front of the commissioner will not factor in. It is a new trial."
2. "The opposing counsel is simply stating that they are going to stand on the previously filed motions/responses. "
I remain confused by the conflict between your two above statements.

Searching for clarity in in a land of confusion.
Thanks,
Lefty
PS. had a short phone call with a Volunteer Legal Clinic She suggested that I study the rules of evidence admissibility.

The attachments include notes from the call and my research on evidence admissibility.
Would appreciate any further advice, if I haven't yet used up your good will.
Wisc Rules Of Admissibility Of Evidence__001.docx (/Storage/Download?id=6400)
Volunteer Legal Clinic Visit Notes__002.docx (/Storage/Download?id=6401)
This question is marked as answered and is now closed.
Wisc https://wi.freelegalanswers.org/Question?id=90693
8 of 9 3/18/2024, 8:43 AM
Click here to take our client survey now. Tell us your thoughts on using this site. (https://americanbar.qualtrics.com/SE/?SID=SV_czHwqw6gr0HwUtL)
This site is made possible with support from:
© 2024 ABA (http://ambar.org), All Rights Reserved Contact Us (/Contact)
Terms of Use (http://www.americanbar.org/utility/terms.html)
Code of Conduct (http://www.americanbar.org/utility/codeofconduct.html)
Privacy Policy (http://www.americanbar.org/utility/privacy.html)
Your California Privacy Rights (http://www.americanbar.org/utility/your-privacy-rights.html)
Copyright & IP Policy (http://www.americanbar.org/utility/copyright.html)
Advertising and Sponsorship (http://www.americanbar.org/utility/advertising_sponsorship.html)
Wisc https://wi.freelegalanswers.org/Question?id=90693
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From: RefForm@wilawlibrary.gov <RefForm@wilawlibrary.gov>
Sent: Saturday, September 14, 2024 12:37 AM
To: WISC State Law Library Ref <WSLL.Ref@wisccourts.gov>
Subject: Civil class action lawsuit or state Parens patriae Ask a Librarian Request

Question:
What is the statute of limitations on filing a civil class action lawsuit or a state Parens Patriae action against a corporation?
Email: lefty@insiderpub.io

From: WISC State Law Library Ref [mailto:WSLL.Ref@WIcourts.gov]
Sent: Monday, September 16, 2024 9:33 AM
To: Lefty Insider lefty@insiderpub.io
Subject: RE: Civil class action lawsuit or state Parens Patriae Ask a Librarian Request

Statutes of limitation are based on the cause of action sought, whether it is a class action or Parens patriae. For more information, see attached:

286 Patrick Hayden, Comment, Parens Patriae, the Class Action Fairness Act, and the Path Forward: The Implications of Mississippi ex rel. Hood v. AU Optronics Corp., 124 Yale L.J. 563, 563 (2014) ("As [the Class Action Fairness Act (CAFA)] has channeled more class actions and other aggregated claims into the federal courts, the state attorneys general have more frequently brought parens patriae actions in state court--and, in some cases, those actions have looked increasingly like the class actions that CAFA seemed to target."). Although parens patriae confers standing, it does not itself give rise to a cause of action. To this end, states traditionally couple their parens patriae authority with any number of common-law or statutory claims.

Nikko Price, Better Together? The Peril and Promise of Aggregate Litigation for Trafficked Workers, 129 Yale L.J. 1214, 1271 (2020)

"Class actions can be brought in federal court under the Federal Rules of Civil Procedure (FRCP) Rule 23 or in state courts depending on the basis for the claim." (cause of action) https://www.law.cornell.edu/wex/class_action

Examples of statutes of limitation based on a cause of action in WISC state cases: WISC Stat. s.893.54 injury to a person, WISC Stat. s.893.43 action on a contract, WISC Stat. s.893.57 intentional torts, WISC Stat. s.895.047(5) products liability.

As non-attorneys, our librarians are not able to suggest a cause of action. We recommend that you speak with a licensed attorney.

WISC State Law Library Reference Services

Attachment: PARENS PATRIAE THE CLASS ACTION FAIRNESS ACT AND THE PATH FORWARD THE IMPLICATIONS OF MISSISSIPPI EX.pdf

Charpectrum LEROC

From: Lefty Insider[Lefty Insider mailto: lefty@insiderpub.io]
Sent: Thursday, September 28, 2023 11:07 AM
To: 'leroc@charpectrum.com' <leroc@charpectrum.com>
Subject: County WISC Small Claims Court Case number 2023SC000xxx

ATTN: Legal Response Operations Center (LEROC)
Charpectrum Communications, Inc.

Legal Department,
The following is a Request to Produce Documents for _internal_ Charpectrum corporate correspondence identified as follows:
Principal Engineer Charpectrum Communications
CharpectrumChatSupportEngineers@charpectrum.com
1. All network engineering test data on customer account 8245 11 107 0007227 from March 2023 to April 2023, any and all internal communications, email, video, or voice, in reference to my complaint.
Area VP Charpectrum Communications Inc.
2. All network engineering test data on customer account 8245 11 107 0007227 from April 2023 to August 2023 any and all internal communications, email, video, or voice, in reference to my complaint.
Sr. Director, Law - Regulatory
3. Any and all other corporate communications and network testing data relevant to my account not included in the above two requests. This includes voice recordings, as well as any email sender/recipients, To:, Cc:, and Bcc.

All analog and digital documents must hereby be preserved and made available in their original formats. The files/documents are to be made available to the plaintiff at your earliest possible convenience but by no later than November 1, 2023
Attached in a subsequent USPS mailing is a digital disclosure of documents to be presented in court with regard to this case, including, presentations, _external_ email correspondence, etc. contained on a USB thumb drive. Additional paper documents were included in the original Summons and Complaint, also attached here.

Sincerely,
Lefty Insider

From: Lefty Insider[Lefty Insider [mailto: lefty@insiderpub.io]
Sent: Thursday, November 02, 2023 11:52 AM
To: 'leroc@charpectrum.com' <leroc@charpectrum.com>
Subject: Re: County WISC Small Claims Court Case number 2023SC000xxx

ATTN: Legal Response Operations Center (LEROC)
Charpectrum Communications, Inc.

Legal Department,

This letter is regarding your failure to comply with the Request to Produce Documents, sent to you via certified and registered USPS Mail, as well as via email, within the required 30 day time frame.

This will be raised with the Commissioner as appoint of contention at the scheduled Nov. 8 scheduling hearing.

Regarding your employee subpoena, copy attached, am assuming that you accept service of this subpoena for your employee.

If you do not, I am requesting that you provide an address(s) for this subpoena to be delivered in person.

Sincerely,
Lefty Insider

From: Lefty Insider[Lefty Insider mailto: lefty@insiderpub.io]
Sent: Tuesday, November 07, 2023 9:45 AM
To: 'leroc@*charpectrum.com*' <leroc@*charpectrum.com*>
Subject: County WISC Small Claims Court Case number 2023SC000xxx
Importance: High

ATTN: Legal Response Operations Center (LEROC)
Charpectrum Communications, Inc.

Legal Department,

I am in receipt of your recent package of discovering materials. This bundle of paper in my mind serves to obfuscate and obscure this issue rather than seek to clarify and disambiguate. Even conducting this action Pro se, I was able to provide you with discovery documents in a clear and orderly manner, and I expect the same from you.

These materials are insufficient and noncompliant with my Request to Produce Documents and the subpoena duces tecum for the following reasons:

1. This document package was put together in a seemingly careless and haphazard manner with no subject or chronological order
2. There are numerous unexplained and unacceptable redactions
3. The emails lack the original graphical content that allow them to be logically understood
4. An excessive amount duplications of content within, akin to throwing a lot of stuff against a wall to see what might stick
5. Does not provide internal written communications or any internal test data
6. Includes nonsensical duplication of my emails sent to you, and not your internal emails as requested
7. Includes duplication of much of your previous submission to myself and to the court
8. Provides no email, voice or Zoom/Teams, social media, text messaging, or other internal multimedia communications
9. Does not include all four of your employee communication requested

10. Many pages containing only a single attachment graphic, as if no one even viewed this package before sending

11. Your data retention polices as stated are not in line with Email Retention Policy Best Practices for 2023 which indicate a 2-7 year retention according to the industry involved. https://jatheon.com/blog/email-retention-policy-best-practices/ which states that all public companies under Federal law Sarbanes-Oxley (SOX) require 7 years retention

I ask you to correct these issues and resubmit a response to my discovery post haste and you are already beyond the required deadline.

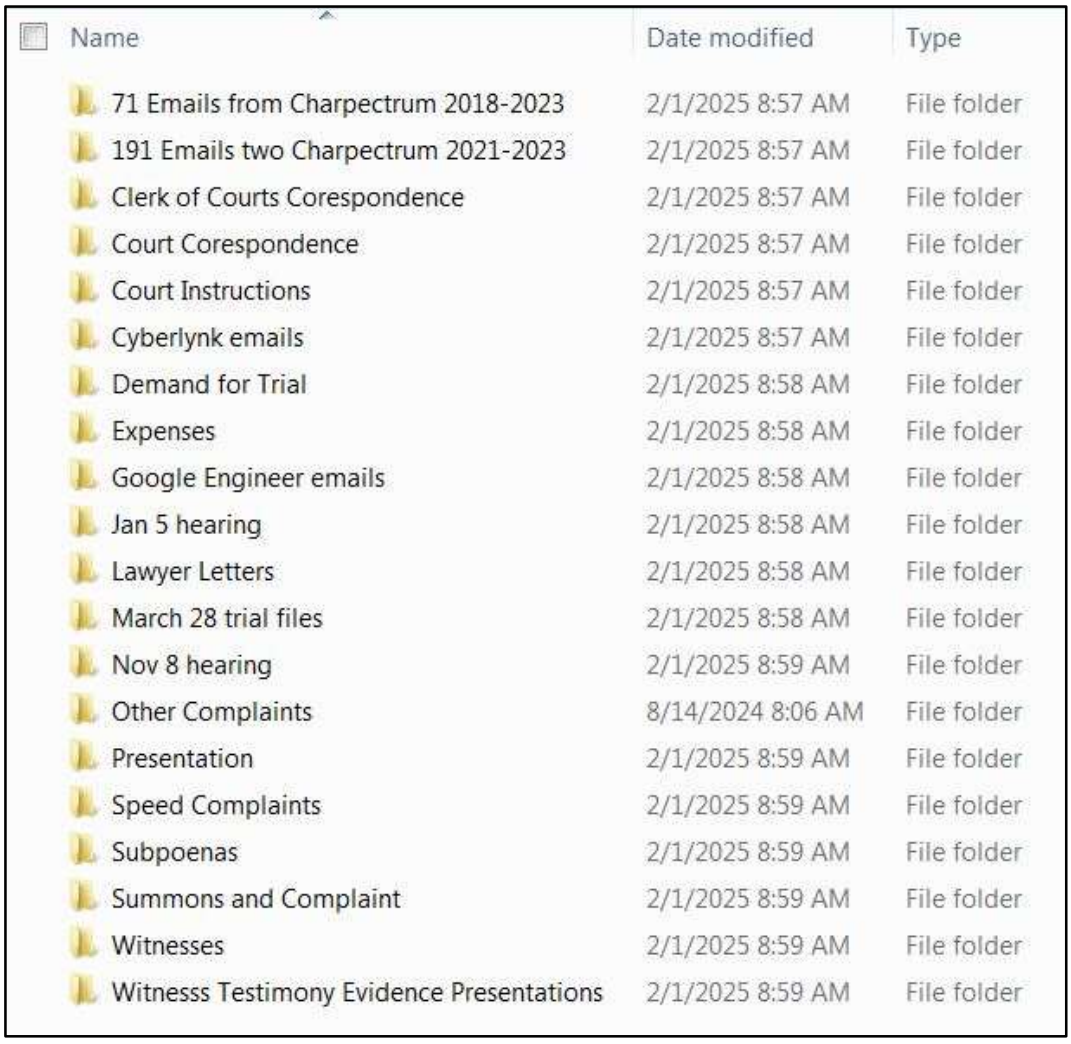
Sincerely,
Lefty Insider

As anticipated, no response to these letters and no forced compliance by the courts.

USB DRIVE CONTENTS

A. Small Claims Court

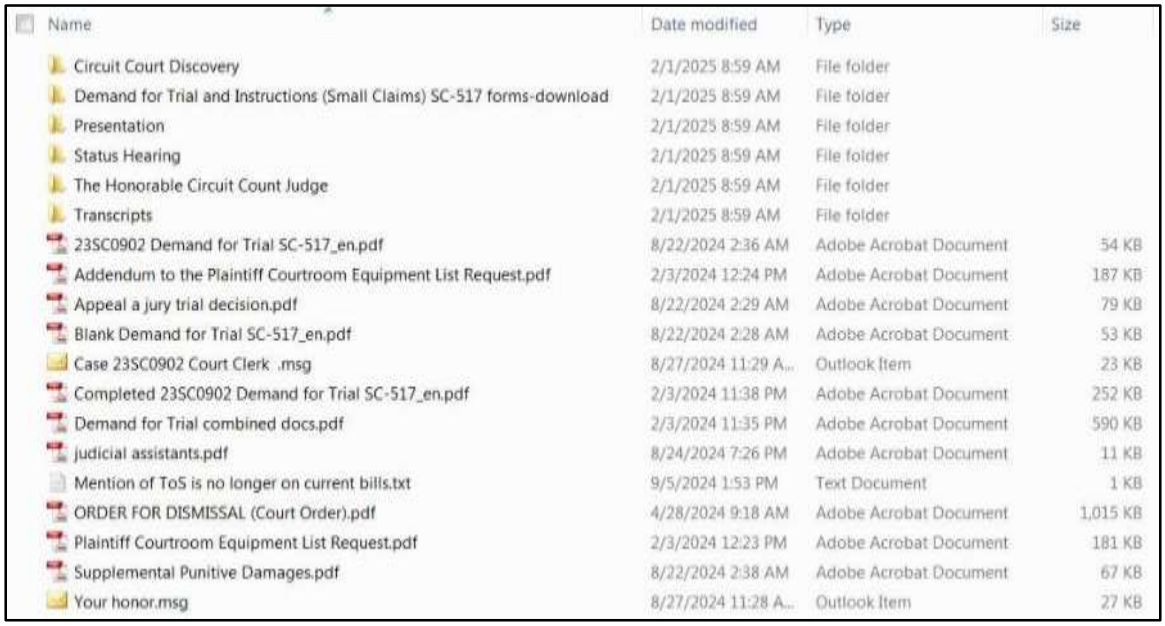
Charpectrum email correspondence, court correspondence, court documents, and hundreds of speed test results. All recorded events that occurred in SCC.



Name	Date modified	Type
71 Emails from Charpectrum 2018-2023	2/1/2025 8:57 AM	File folder
191 Emails two Charpectrum 2021-2023	2/1/2025 8:57 AM	File folder
Clerk of Courts Corespondence	2/1/2025 8:57 AM	File folder
Court Corespondence	2/1/2025 8:57 AM	File folder
Court Instructions	2/1/2025 8:57 AM	File folder
Cyberlynk emails	2/1/2025 8:57 AM	File folder
Demand for Trial	2/1/2025 8:58 AM	File folder
Expenses	2/1/2025 8:58 AM	File folder
Google Engineer emails	2/1/2025 8:58 AM	File folder
Jan 5 hearing	2/1/2025 8:58 AM	File folder
Lawyer Letters	2/1/2025 8:58 AM	File folder
March 28 trial files	2/1/2025 8:58 AM	File folder
Nov 8 hearing	2/1/2025 8:59 AM	File folder
Other Complaints	8/14/2024 8:06 AM	File folder
Presentation	2/1/2025 8:59 AM	File folder
Speed Complaints	2/1/2025 8:59 AM	File folder
Subpoenas	2/1/2025 8:59 AM	File folder
Summons and Complaint	2/1/2025 8:59 AM	File folder
Witnesses	2/1/2025 8:59 AM	File folder
Witnesss Testimony Evidence Presentations	2/1/2025 8:59 AM	File folder

B. Circuit Court

Court documents, motions etc., discovery materials, and the aborted trial presentation. All recorded events that occurred in Circuit Court hearings, the truncated trial, including transcripts both written and audio.



Name	Date modified	Type	Size
Circuit Court Discovery	2/1/2025 8:59 AM	File folder	
Demand for Trial and Instructions (Small Claims) SC-517 forms-download	2/1/2025 8:59 AM	File folder	
Presentation	2/1/2025 8:59 AM	File folder	
Status Hearing	2/1/2025 8:59 AM	File folder	
The Honorable Circuit Count Judge	2/1/2025 8:59 AM	File folder	
Transcripts	2/1/2025 8:59 AM	File folder	
23SC0902 Demand for Trial SC-517_en.pdf	8/22/2024 2:36 AM	Adobe Acrobat Document	54 KB
Addendum to the Plaintiff Courtroom Equipment List Request.pdf	2/3/2024 12:24 PM	Adobe Acrobat Document	187 KB
Appeal a jury trial decision.pdf	8/22/2024 2:29 AM	Adobe Acrobat Document	79 KB
Blank Demand for Trial SC-517_en.pdf	8/22/2024 2:28 AM	Adobe Acrobat Document	53 KB
Case 23SC0902 Court Clerk .msg	8/27/2024 11:29 A...	Outlook Item	23 KB
Completed 23SC0902 Demand for Trial SC-517_en.pdf	2/3/2024 11:38 PM	Adobe Acrobat Document	252 KB
Demand for Trial combined docs.pdf	2/3/2024 11:35 PM	Adobe Acrobat Document	590 KB
judicial assistants.pdf	8/24/2024 7:26 PM	Adobe Acrobat Document	11 KB
Mention of ToS is no longer on current bills.txt	9/5/2024 1:53 PM	Text Document	1 KB
ORDER FOR DISMISSAL (Court Order).pdf	4/28/2024 9:18 AM	Adobe Acrobat Document	1,015 KB
Plaintiff Courtroom Equipment List Request.pdf	2/3/2024 12:23 PM	Adobe Acrobat Document	181 KB
Supplemental Punitive Damages.pdf	8/22/2024 2:38 AM	Adobe Acrobat Document	67 KB
Your honor.msg	8/27/2024 11:28 A...	Outlook Item	27 KB

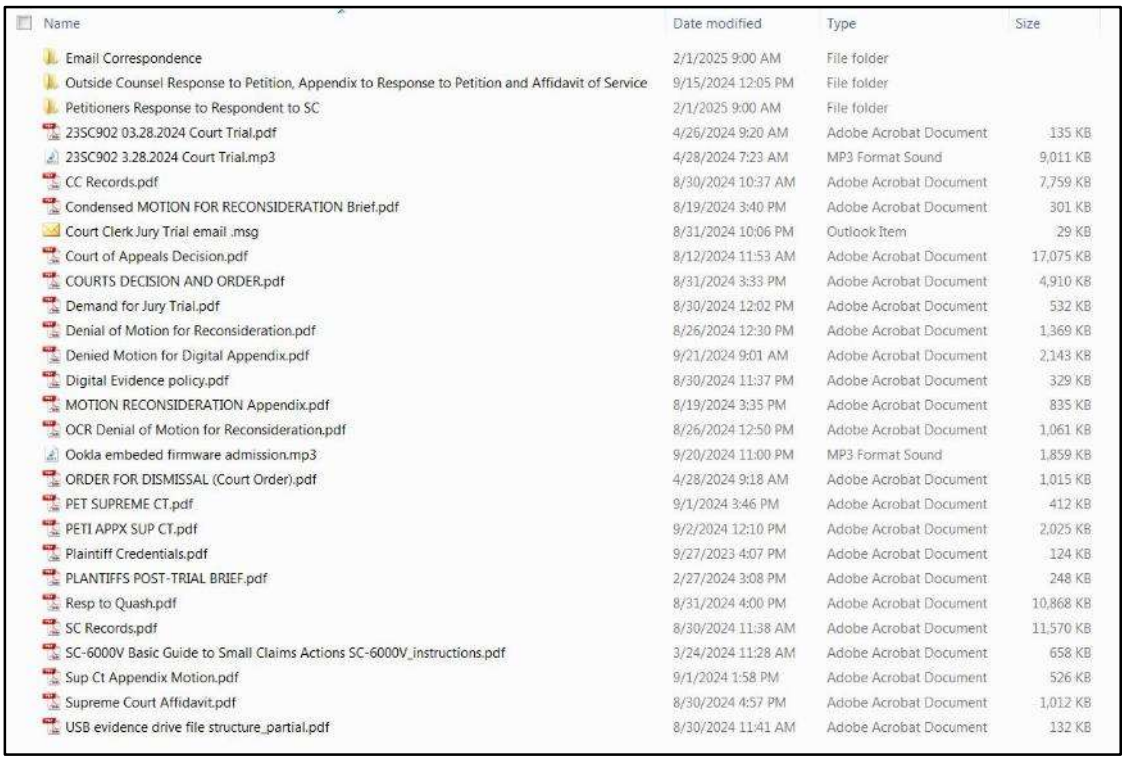
C. Court Of Appeals

Files concerning the Appeals Court Brief, Respondents Response to Appellant Brief, Appellant Response To Respondents Response To The Appellants Brief, and Motion for Reconsideration documents etc.

Name	Date modified	Type	Size
Appendices	2/1/2025 8:59 AM	File folder	
Court of Appeals Decision Aug 7 2024	2/1/2025 9:00 AM	File folder	
Email Correspondence	2/1/2025 9:00 AM	File folder	
03.28.2024 Court Trial Transcript.pdf	4/26/2024 9:44 AM	Adobe Acrobat Document	135 KB
23SC902 03.28.2024 Court Trial.pdf	4/26/2024 9:20 AM	Adobe Acrobat Document	135 KB
23SC902 3.28.2024 Court Trial.mp3	4/28/2024 7:23 AM	MP3 Format Sound	9,011 KB
Appeal response mailing delivery reciept.pdf	7/3/2024 3:02 PM	Adobe Acrobat Document	127 KB
Appeals Court brief final format.pdf	7/8/2024 4:00 PM	Adobe Acrobat Document	1,750 KB
APPELLANT RESPONSE TO RESPONDENTS RESPONSE TO THE APPELLANTS BRIEF.pdf	7/8/2024 4:02 PM	Adobe Acrobat Document	819 KB
caseDetails2197263998751395137.pdf	8/29/2024 11:48 A...	Adobe Acrobat Document	3 KB
Charpectrum Terms Conditions Acceptance.msg	5/7/2024 6:59 AM	Outlook Item	41 KB
Completed Notice of Appeal CA-120.pdf	4/28/2024 11:42 A...	Adobe Acrobat Document	33 KB
Completed Notice of Reporter Regarding Filing of Transcript CA-135.pdf	4/28/2024 11:41 A...	Adobe Acrobat Document	162 KB
Completed Statement on Transcript CA-130.pdf	4/28/2024 11:41 A...	Adobe Acrobat Document	205 KB
Condensed MOTION FOR RECONSIDERATION Brief.pdf	8/19/2024 3:40 PM	Adobe Acrobat Document	301 KB
Court filings.pdf	6/25/2024 8:23 AM	Adobe Acrobat Document	25,856 KB
Denial of Motion for Reconsideration.pdf	8/26/2024 12:30 PM	Adobe Acrobat Document	1,369 KB
FCC broadband map.pdf	8/22/2024 4:25 PM	Adobe Acrobat Document	158 KB
Guide to Wisconsin Appellate Procedure for the Self-Represented Litigant.pdf	6/10/2024 11:21 A...	Adobe Acrobat Document	675 KB
Invoice_1934496705142 4_from_UScellular.pdf	5/15/2024 8:48 AM	Adobe Acrobat Document	37 KB
Lady Justice statue.pdf	8/25/2024 10:54 PM	Adobe Acrobat Document	114 KB
MOTION RECONSIDERATION Appendix.pdf	8/19/2024 3:35 PM	Adobe Acrobat Document	835 KB
non-government (law firm) records request resource guide v4_0.pdf	5/15/2024 8:48 AM	Adobe Acrobat Document	237 KB
ORDER FOR DISMISSAL (Court Order).pdf	4/28/2024 9:18 AM	Adobe Acrobat Document	1,015 KB
Receipt_1306_from_UScellular.pdf	5/21/2024 7:57 AM	Adobe Acrobat Document	21 KB
Respondent brief response.pdf	6/25/2024 8:23 AM	Adobe Acrobat Document	330 KB
Respondents Response to Appellant Brief Appendicies Complete.pdf	6/25/2024 8:22 AM	Adobe Acrobat Document	25,856 KB
Respondents Response to Appellant Brief.pdf	6/25/2024 8:22 AM	Adobe Acrobat Document	330 KB

D. Supreme Court

Files covering the Petition for Review, Petition for Review Appendix, and the Appeals Court Denial of Motion for Reconsideration documents, Supreme Court Affidavit, email correspondence etc. (also necessary lower court documents)



Name	Date modified	Type	Size
Email Correspondence	2/1/2025 9:00 AM	File folder	
Outside Counsel Response to Petition, Appendix to Response to Petition and Affidavit of Service	9/15/2024 12:05 PM	File folder	
Petitioners Response to Respondent to SC	2/1/2025 9:00 AM	File folder	
23SC902 03.28.2024 Court Trial.pdf	4/26/2024 9:20 AM	Adobe Acrobat Document	135 KB
23SC902 3.28.2024 Court Trial.mp3	4/28/2024 7:23 AM	MP3 Format Sound	9,011 KB
CC Records.pdf	8/30/2024 10:37 AM	Adobe Acrobat Document	7,759 KB
Condensed MOTION FOR RECONSIDERATION Brief.pdf	8/19/2024 3:40 PM	Adobe Acrobat Document	301 KB
Court Clerk Jury Trial email .msg	8/31/2024 10:06 PM	Outlook Item	29 KB
Court of Appeals Decision.pdf	8/12/2024 11:53 AM	Adobe Acrobat Document	17,075 KB
COURTS DECISION AND ORDER.pdf	8/31/2024 3:33 PM	Adobe Acrobat Document	4,910 KB
Demand for Jury Trial.pdf	8/30/2024 12:02 PM	Adobe Acrobat Document	532 KB
Denial of Motion for Reconsideration.pdf	8/26/2024 12:30 PM	Adobe Acrobat Document	1,369 KB
Denied Motion for Digital Appendix.pdf	9/21/2024 9:01 AM	Adobe Acrobat Document	2,143 KB
Digital Evidence policy.pdf	8/30/2024 11:37 PM	Adobe Acrobat Document	329 KB
MOTION RECONSIDERATION Appendix.pdf	8/19/2024 3:35 PM	Adobe Acrobat Document	835 KB
OCR Denial of Motion for Reconsideration.pdf	8/26/2024 12:50 PM	Adobe Acrobat Document	1,061 KB
Ookla embeded firmware admission.mp3	9/20/2024 11:00 PM	MP3 Format Sound	1,859 KB
ORDER FOR DISMISSAL (Court Order).pdf	4/28/2024 9:18 AM	Adobe Acrobat Document	1,015 KB
PET SUPREME CT.pdf	9/1/2024 3:46 PM	Adobe Acrobat Document	412 KB
PETI APPX SUP CT.pdf	9/2/2024 12:10 PM	Adobe Acrobat Document	2,025 KB
Plaintiff Credentials.pdf	9/27/2023 4:07 PM	Adobe Acrobat Document	124 KB
PLANTIFFS POST-TRIAL BRIEF.pdf	2/27/2024 3:08 PM	Adobe Acrobat Document	248 KB
Resp to Quash.pdf	8/31/2024 4:00 PM	Adobe Acrobat Document	10,868 KB
SC Records.pdf	8/30/2024 11:38 AM	Adobe Acrobat Document	11,570 KB
SC-6000V Basic Guide to Small Claims Actions SC-6000V_instructions.pdf	3/24/2024 11:28 AM	Adobe Acrobat Document	658 KB
Sup Ct Appendix Motion.pdf	9/1/2024 1:58 PM	Adobe Acrobat Document	526 KB
Supreme Court Affidavit.pdf	8/30/2024 4:57 PM	Adobe Acrobat Document	1,012 KB
USB evidence drive file structure_partial.pdf	8/30/2024 11:41 AM	Adobe Acrobat Document	132 KB

Firsthand Witness Testimony Supported By Factual Evidence

The following PowerPoint slides and accompanied notes were developed over the course of the seventeen month court process. It originated as about 30 slides and expanded to over 200 during this time, and additional evidence was obtained, uncovered, and illuminated.

None of this testimonial fact evidence was ever presented in any court, at any level, at any time. It was against the rules, and just not allowed.

The following pages represent this theoretical evidence in the form of a USB drive that was ignored and sequestered by the lower courts, returned to sender by the Consumer Protection agency DATCP, unacknowledged by the WISC DOJ, and rejected and returned by the WISC Supreme Court.

Lefty Insider Versus Charpectrum SCC Lawsuit Evidence Presentation

When I have complained over the course of three years:

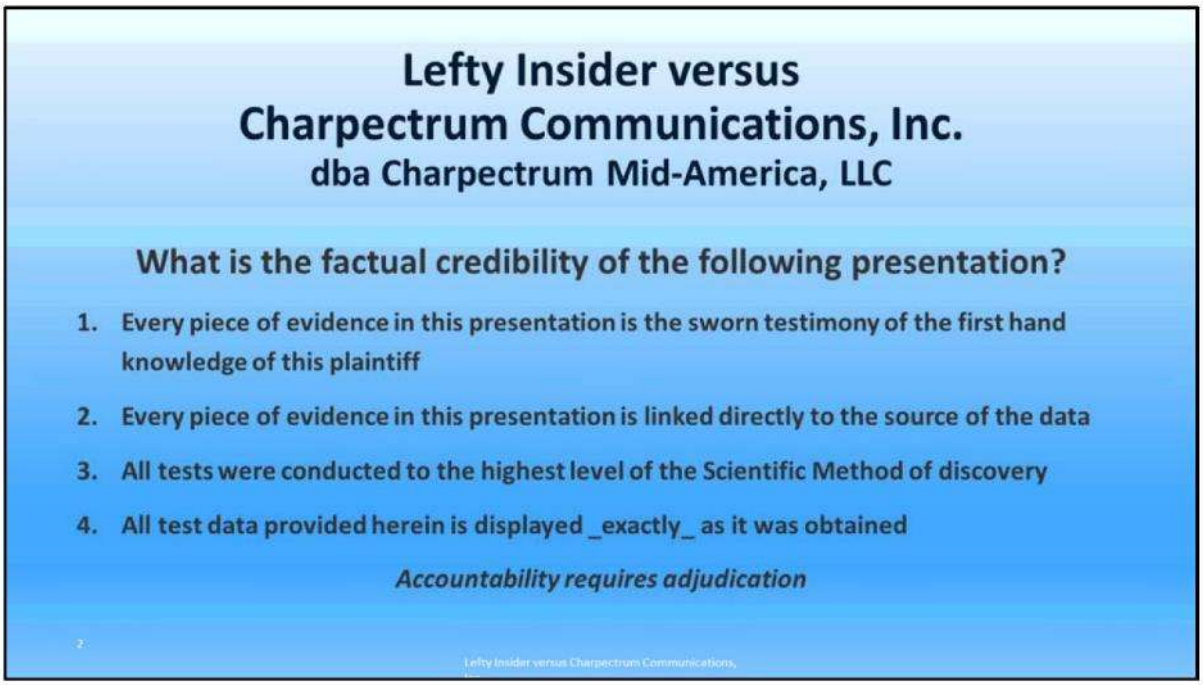
•They blamed my computers, all eleven of them, although some have been replaced/upgraded

•They blamed my routers, three of them

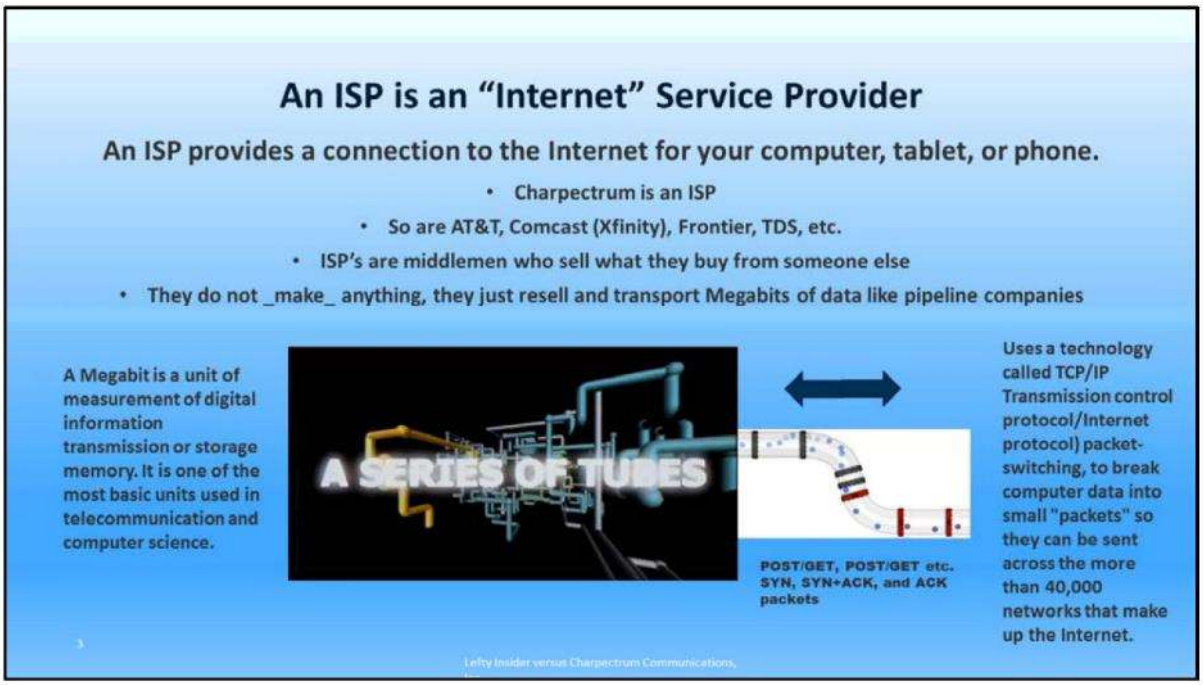
•They repeatedly claimed that my connection was tested good by them, but would not share their homework (test data)

•They eventually sent me two dubious test results, and I sent them about 2000. You will discover my use of this word later

•They refused to allow me to test my connection myself, and verify their tests with the SamKnows testing device called a WhiteBox.



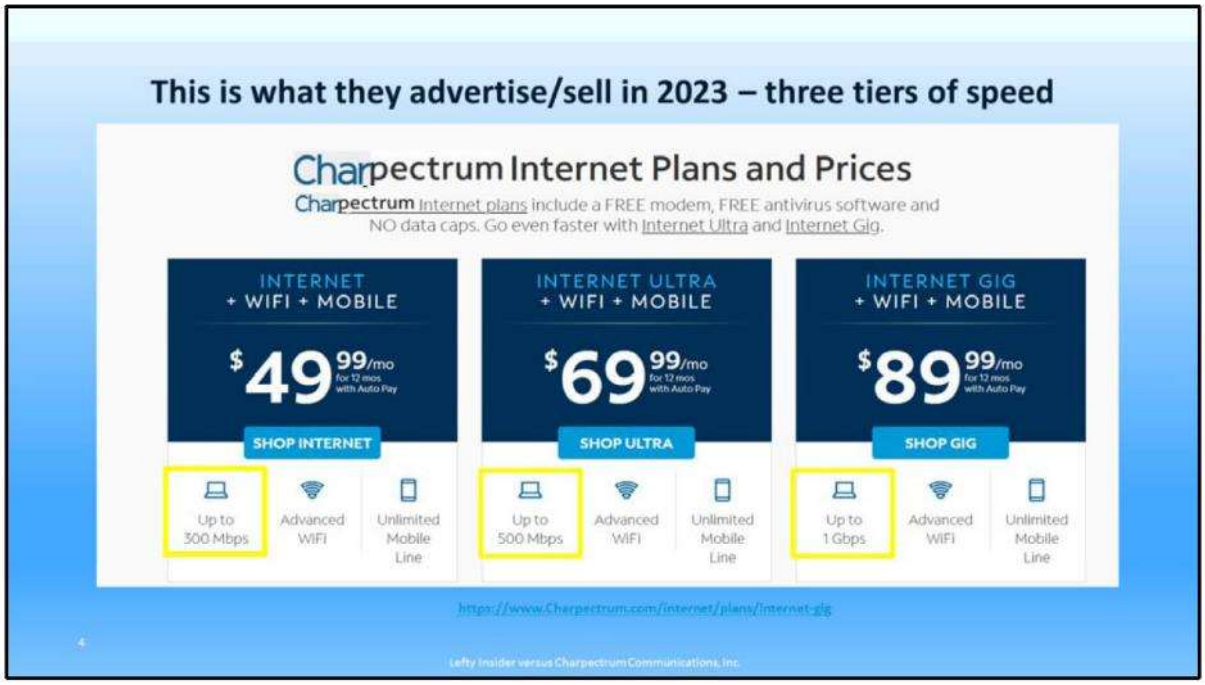
Credibility based on under oath testimony and methods



Unlike what Sen. Ted Stevens of Alaska once said as Chairman of the Senate Committee on Science, the Internet is not a series of tubes, but rather a series of cables, made of copper, and fiber optic glass strands, that route the data packet traffic from point to point.

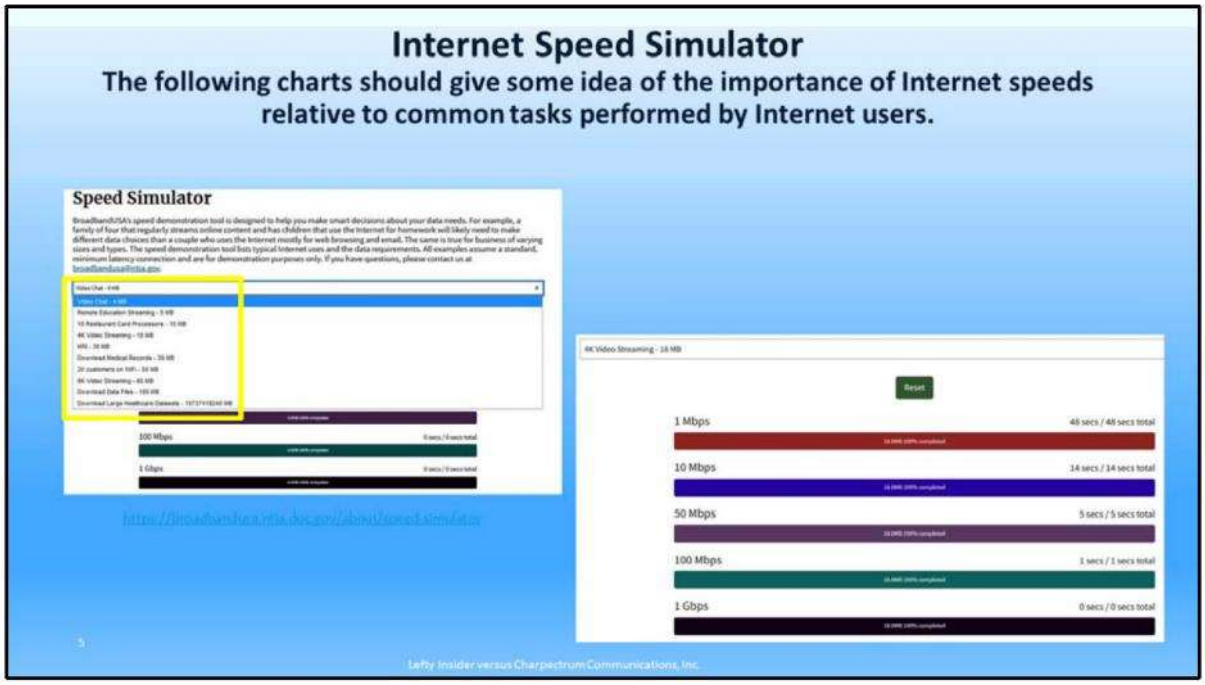
Data is exchanged between disparate computer networks via protocols, not unlike the language protocols used in diplomacy in ensure understanding.

What is a data bit?
It is a 0 or a 1 (off or on)
An Alphanumeric character is 8 bits - There are 1,000,000 bits in a Megabit
Mbps is Megabits per second in data **packets** transmitted across the copper or fiber optic glass cables and electronic devices (routers and switches) between you and the Internet site you are going to.

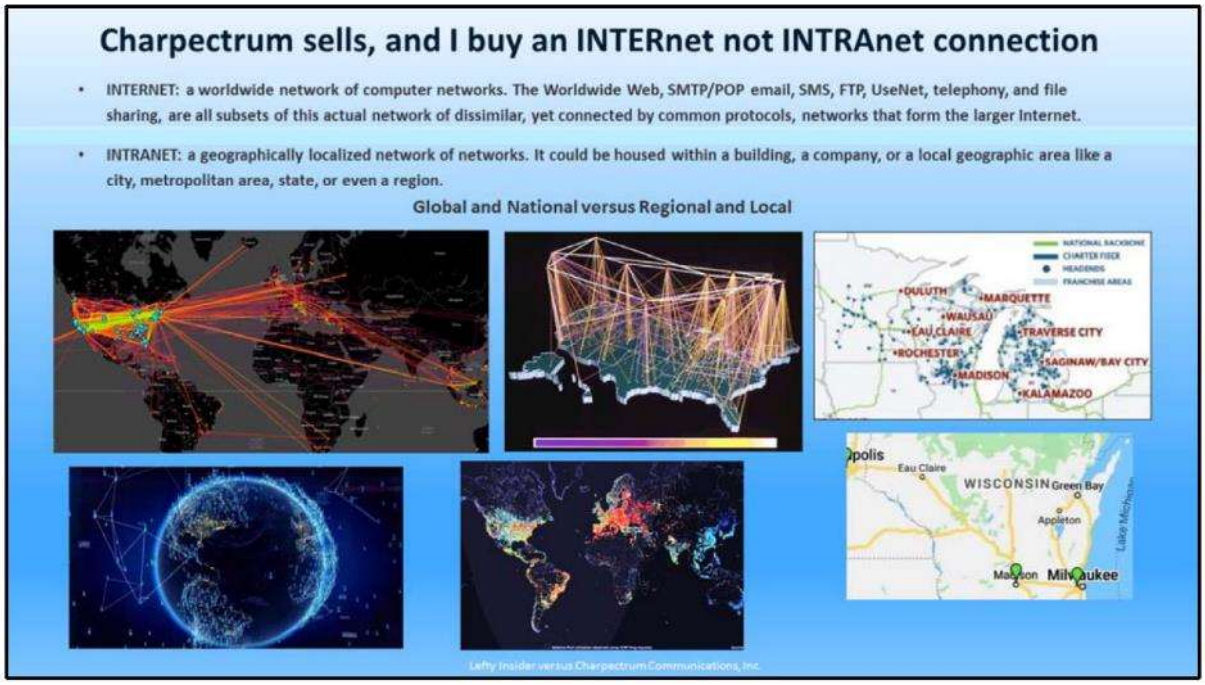


Three tiers of speed for _Internet_ plans!
They are selling SPEED which come from the bandwidth or size of the pipes (cables)!

They are selling speed in Megabits per second which is much like the diameter of a water pipe. A 5/8 inch garden hose delivers more water than a 1/2 inch hose.
You can't get the necessary gallons per minute if you don't have large enough unplugged pipes.

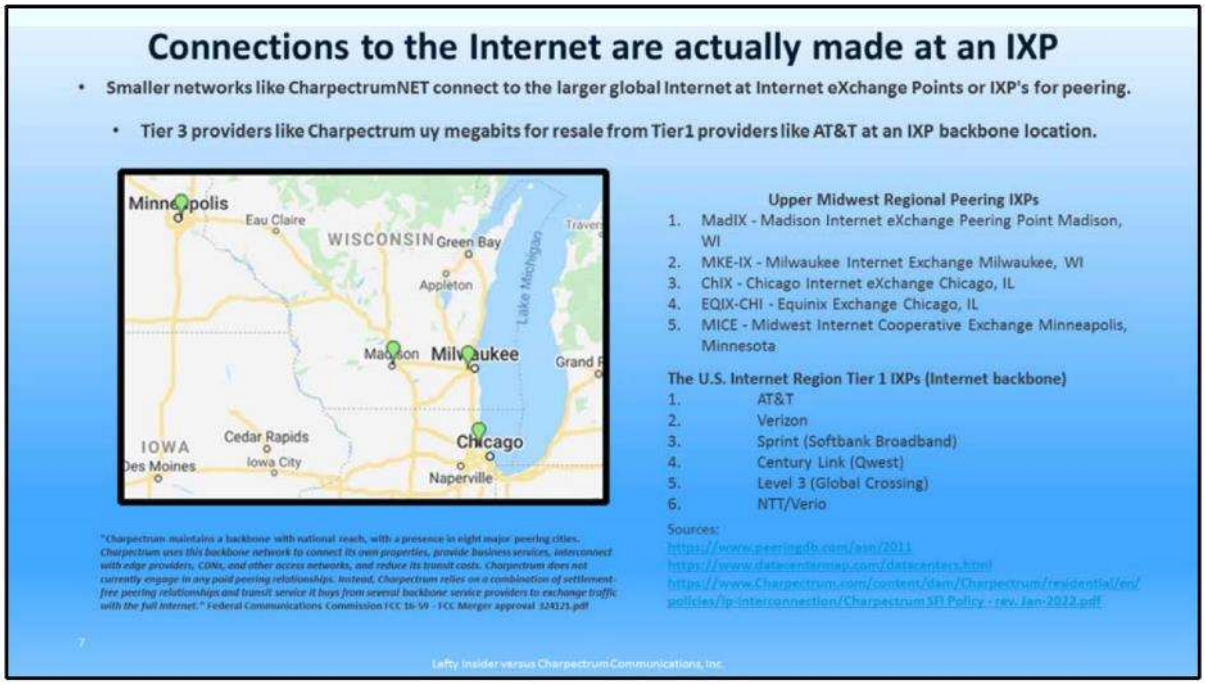


Time versus Speed



Internet created by ARPA, funded by NSF, Al Gore.
This INTRANet is what I refer to as CharpectrumNET
Localized within Wisconsin, part of the old Time Warner cable television network, old Charpectrum network and new Charpectrum network.
Charpectrum slows down like a car you bought that will go the speed limit as far as Milwaukee, and then slows down to half speed as you get closer to Chicago.

It is an Intranet, because it is a closed proprietary network that will get you to the Internet eventually, but _only_ if you are a Charpectrum customer.
In the same way that can access Acme Widgets Intranet only if you are on the Acme network.



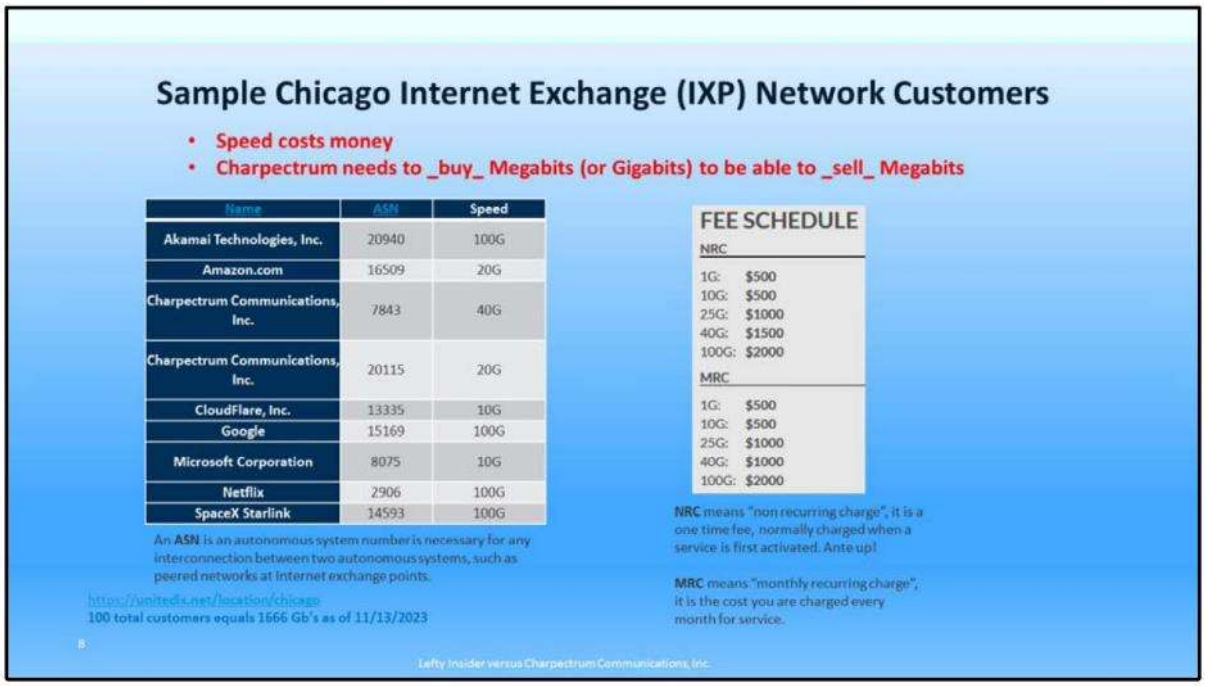
ISPs get the bandwidth they sell from IXPs, or Internet Exchange Points, and transport it to customers. At each IXP, they are able to meet and exchange traffic with a set of other ISPs. So the total amount of bandwidth an ISP has to sell is the sum of the bandwidth it's able to deliver to and from all IXPs combined. Speed x distance = cost.

Look at it like Tier 3's are County roads connected to Tier 2 State roads which connect to Tier 1 Interstate roads which make up the backbone of the system.

Notice that Eau Claire, Random Lake, etc. are all within 200 miles on the speed test sites and are not IXP's.

MadIX - Madison Internet eXchange Peering Point Madison, WI
UW-Madison DoIT Network Services established the MADison Internet eXchange (MadIX) in early 2000 as a means for local network providers to peer in Madison, WI.

MKE-IX - Milwaukee Internet Exchange Milwaukee, WI
The Milwaukee Internet Exchange (MKEIX) was established in 2011 as a means for providers to interconnect in the Milwaukee area. MKEIX is an entirely not-for-profit organization, and run by it's volunteers and through generous donations by participants and other vendors.



Sample Chicago Internet Exchange (IXP) Network Customers

- Speed costs money
- Charpectrum needs to _buy_ Megabits (or Gigabits) to be able to _sell_ Megabits

Name	ASN	Speed
Akamai Technologies, Inc.	20940	100G
Amazon.com	16509	20G
Charpectrum Communications, Inc.	7843	40G
Charpectrum Communications, Inc.	20115	20G
CloudFlare, Inc.	13335	10G
Google	15169	100G
Microsoft Corporation	8075	10G
Netflix	2906	100G
SpaceX Starlink	14593	100G

An **ASN** is an autonomous system number is necessary for any interconnection between two autonomous systems, such as peered networks at Internet exchange points.

https://unitedix.net/location/chicago
100 total customers equals 1666 Gb's as of 11/13/2023

FEE SCHEDULE

NRC

1G:	$500
10G:	$500
25G:	$1000
40G:	$1500
100G:	$2000

MRC

1G:	$500
10G:	$500
25G:	$1000
40G:	$1000
100G:	$2000

NRC means "non recurring charge", it is a one time fee, normally charged when a service is first activated. Ante up!

MRC means "monthly recurring charge", it is the cost you are charged every month for service.

Lefty Insider versus Charpectrum Communications, Inc.

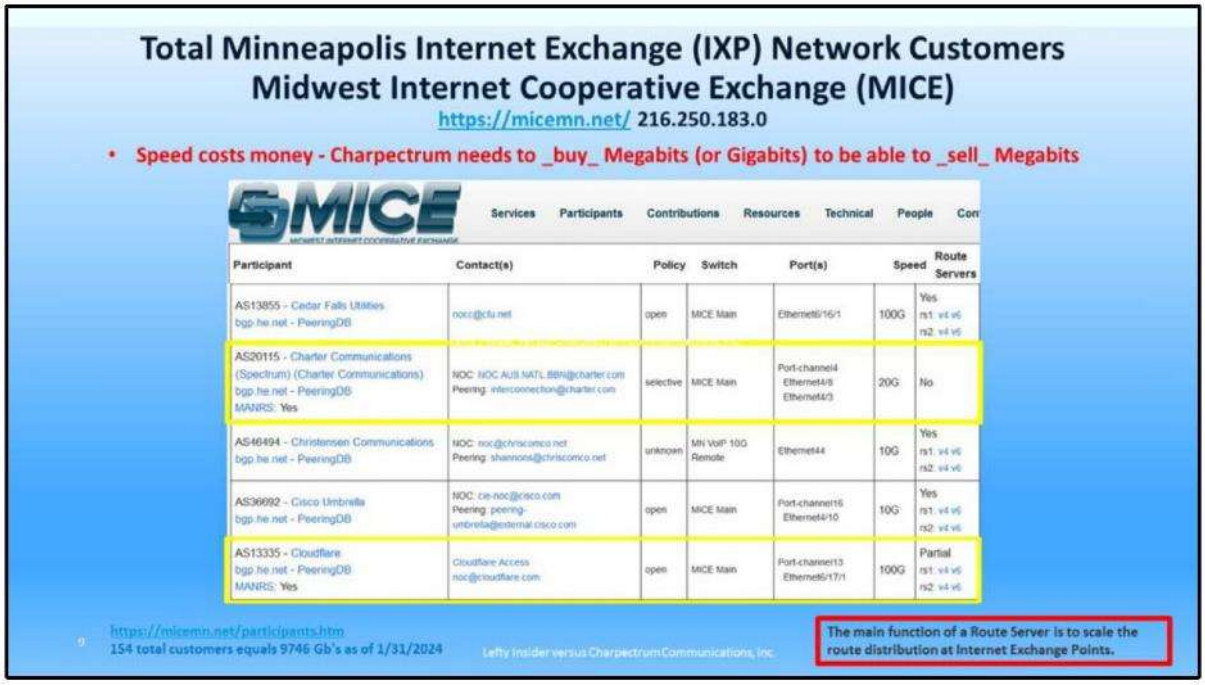
MadIX - Madison Internet eXchange Peering Point Madison, WI
UW-Madison DoIT Network Services established the MADison Internet eXchange (MadIX) in early 2000 as a means for local network providers to peer in Madison, WI.

MKE-IX - Milwaukee Internet Exchange Milwaukee, WI
The Milwaukee Internet Exchange (MKEIX) was established in 2011 as a means for providers to interconnect in the Milwaukee area. MKEIX is an entirely not-for-profit organization, and run by it's volunteers and through generous donations by participants and other vendors. There aren't any real requirements for peering at MKEIX, only you are able to cross connect into the IX fabric in one of the locations (listed in the FAQ).

ChIX - Chicago Internet eXchange Chicago, IL
Our Chicago colocation facilities contribute to one of the world's top global financial centers and are home to several Fortune 1000 companies. Ideal for business continuity, customers can join a rich network of ecosystems comprising financial service companies, cloud service providers, content providers, IT service providers and enterprises.

EQIX-CHI - Equinix Exchange Chicago, IL
Equinix Chicago data center CH1, located in one of the world's global financial centers, supplies interconnection services to enhance performance and control latency targets.

MICE - Midwest Internet Cooperative Exchange Minneapolis, Minnesota
Midwest IX with bilateral, and multilateral peering along with direct access to content participants such as Amazon, Apple and Google.
ChIX - Chicago Internet eXchange Chicago, IL
Charpectrum buys 60 Gbits, Netflix buys 100 Gbits



Total Minneapolis Internet Exchange (IXP) Network Customers
Midwest Internet Cooperative Exchange (MICE)

https://micemn.net/ 216.250.183.0

- Speed costs money - Charpectrum needs to _buy_ Megabits (or Gigabits) to be able to _sell_ Megabits

MICE — Services | Participants | Contributions | Resources | Technical | People | Con

Participant	Contact(s)	Policy	Switch	Port(s)	Speed	Route Servers
AS13855 - Cedar Falls Utilities bgp.he.net - PeeringDB	nocc@cfu.net	open	MICE Main	Ethernet6/16/1	100G	Yes rs1: v4 v6 rs2: v4 v6
AS20115 - Charter Communications (Spectrum) (Charter Communications) bgp.he.net - PeeringDB MANRS: Yes	NOC: NOC.AUS.NATL.BBN@charter.com Peering: interconnection@charter.com	selective	MICE Main	Port-channel4 Ethernet4/8 Ethernet4/3	20G	No
AS46494 - Christensen Communications bgp.he.net - PeeringDB	NOC: noc@chriscomco.net Peering: shannons@chriscomco.net	unknown	MN VoIP 10G Remote	Ethernet44	10G	Yes rs1: v4 v6 rs2: v4 v6
AS36692 - Cisco Umbrella bgp.he.net - PeeringDB	NOC: cie-noc@cisco.com Peering: peering-umbrella@external.cisco.com	open	MICE Main	Port-channel16 Ethernet4/10	10G	Yes rs1: v4 v6 rs2: v4 v6
AS13335 - Cloudflare bgp.he.net - PeeringDB MANRS: Yes	Cloudflare Access noc@cloudflare.com	open	MICE Main	Port-channel13 Ethernet6/17/1	100G	Partial rs1: v4 v6 rs2: v4 v6

https://micemn.net/participants.htm
154 total customers equals 9746 Gb's as of 1/31/2024

Lefty Insider versus CharpectrumCommunications, Inc.

The main function of a Route Server is to scale the route distribution at Internet Exchange Points.

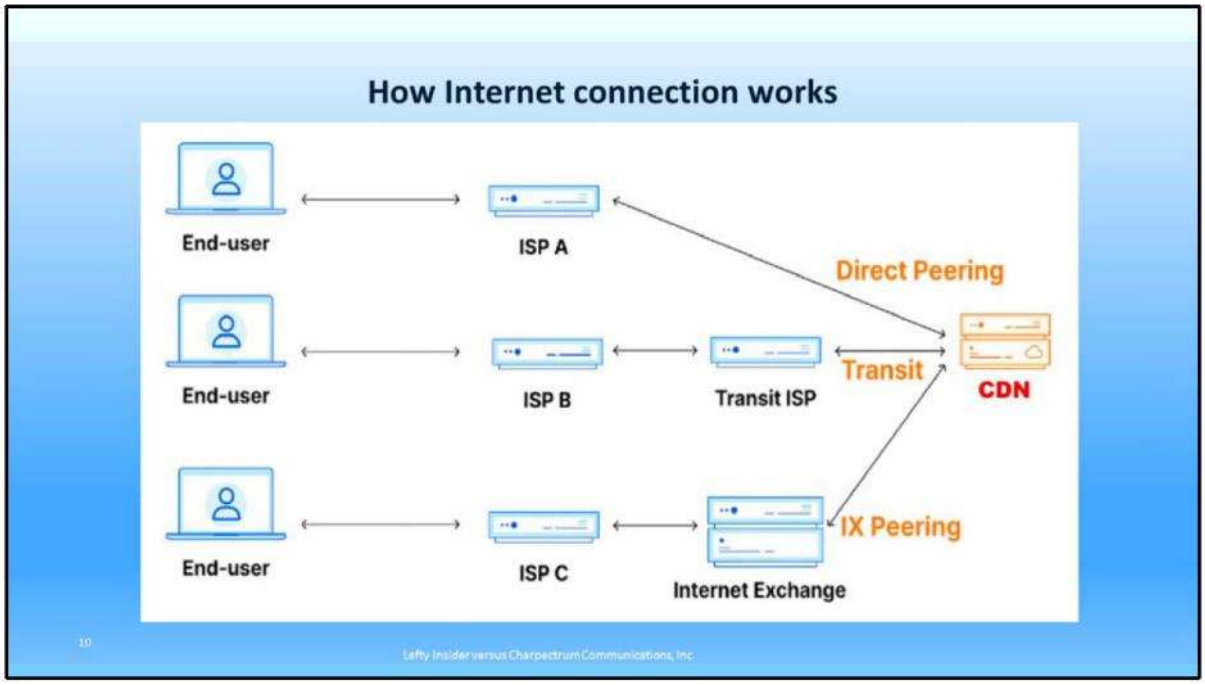
ChIX - Chicago Internet eXchange Chicago, IL
Our Chicago colocation facilities contribute to one of the world's top global financial centers and are home to several Fortune 1000 companies. Ideal for business continuity, customers can join a rich network of ecosystems comprising financial service companies, cloud service providers, content providers, IT service providers and enterprises.

EQIX-CHI - Equinix Exchange Chicago, IL
Equinix Chicago data center CH1, located in one of the world's global financial centers, supplies interconnection services to enhance performance and control latency targets.

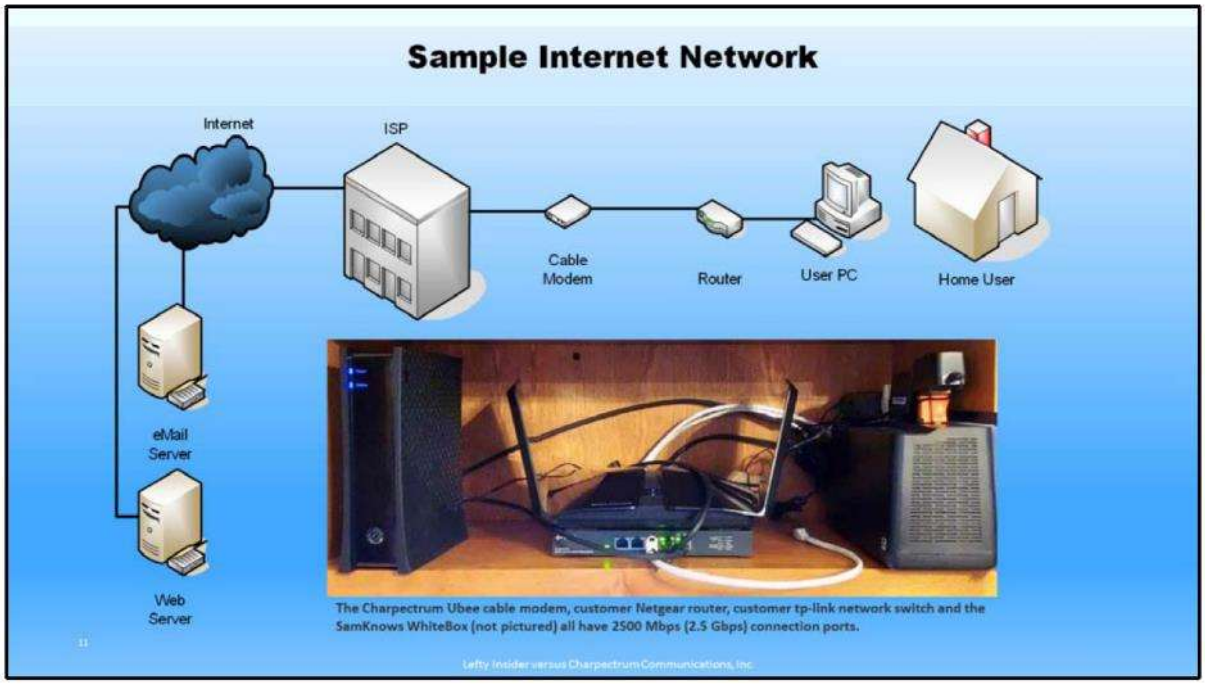
MICE - Midwest Internet Cooperative Exchange Minneapolis, Minnesota
Midwest IX with bilateral, and multilateral peering along with direct access to content participants such as Amazon, Apple and Google.

MadIX - Madison Internet eXchange Peering Point Madison, WI
UW-Madison DoIT Network Services established the MADison Internet eXchange (MadIX) in early 2000 as a means for local network providers to peer in Madison, WI.

MKE-IX - Milwaukee Internet Exchange Milwaukee, WI
The Milwaukee Internet Exchange (MKEIX) was established in 2011 as a means for providers to interconnect in the Milwaukee area. MKEIX is an entirely not-for-profit organization, and run by it's volunteers and through generous donations by participants and other vendors. There aren't any real requirements for peering at MKEIX, only you are able to cross connect into the IX fabric in one of the locations (listed in the FAQ).
MICE - Midwest Internet Cooperative Exchange Minneapolis, Minnesota
Midwest IX with bilateral, and multilateral peering along with direct access to content participants such as Amazon, Apple and Google.



The three data packet paths

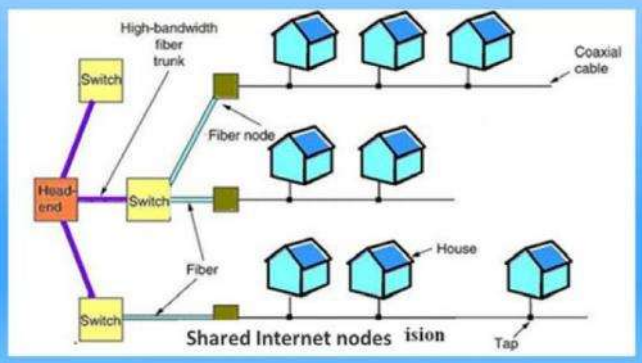


Requests and responses go from computer to router to modem (sometimes combined) To Charpectrum which connects to the Internet at an Internet Exchange Point or IXP in Chicago or Minneapolis.

Inset is my setup from left to right, Modem, Router, Battery backup UPS.

Cable Internet is a shared system

- Cable nodes are where a cable system connects homes and businesses to a fiber optic receiver
- Coaxial cable networks utilize nodes to link 25-2000 homes (500 is typical depending on density)
- They usually require a fiber-optic cable to transport data from the node to homes (FTTH)
- Copper coax cable nodes may also exist which *can "significantly slow down"* Internet speed



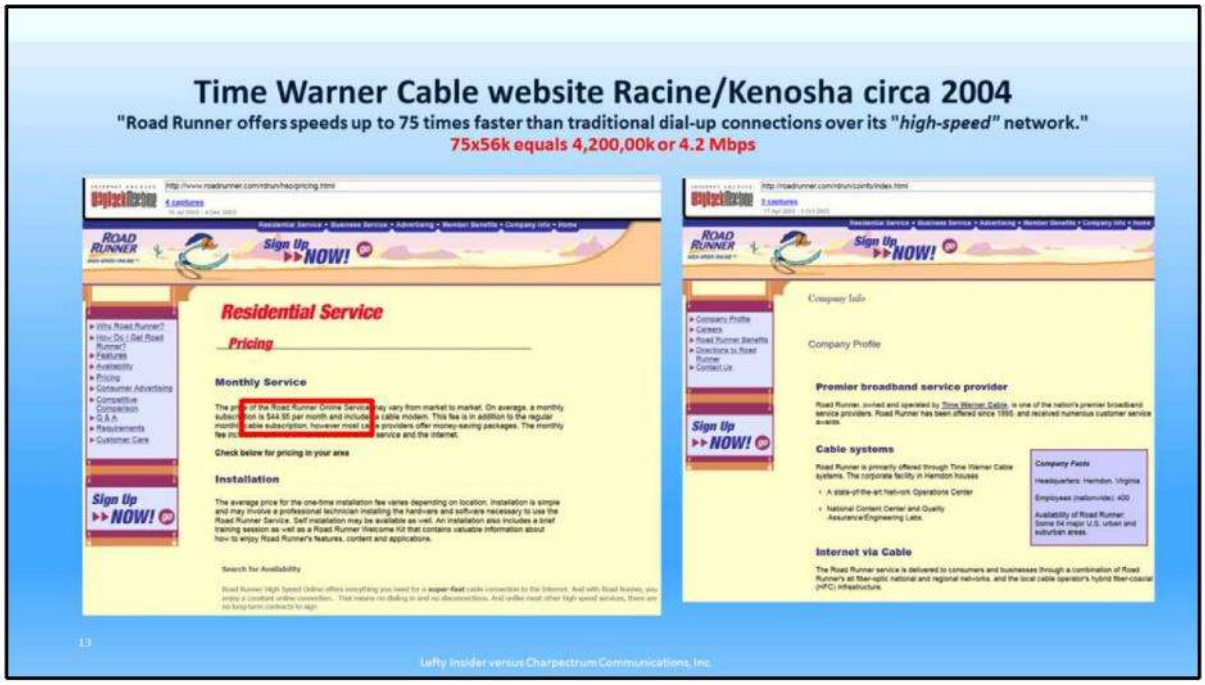
My neighborhood fiber to coax node

12

Lefty Insider versus Charpectrum Communications, Inc.

Too many users on a node and you have congestion.

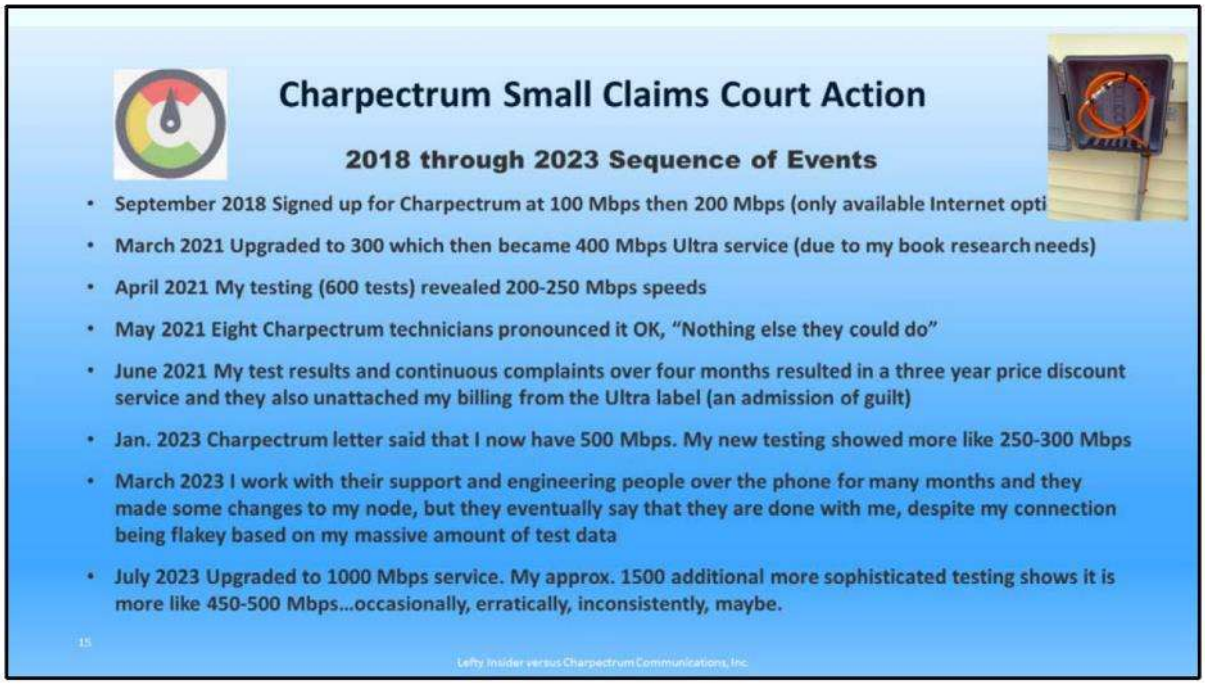
My node is fiber to coax and not fiber pass through.



I personally moved from dialup in 1988 from 2400, 3360, 4800, 9600 bps, to 56k eventually, then to 128k ISDN, 256k DSL and finally to 4 Mbps cable connections in 2004.

These two 2004 pages are courtesy of the Internet Archive, aka TheWayBackMachine.

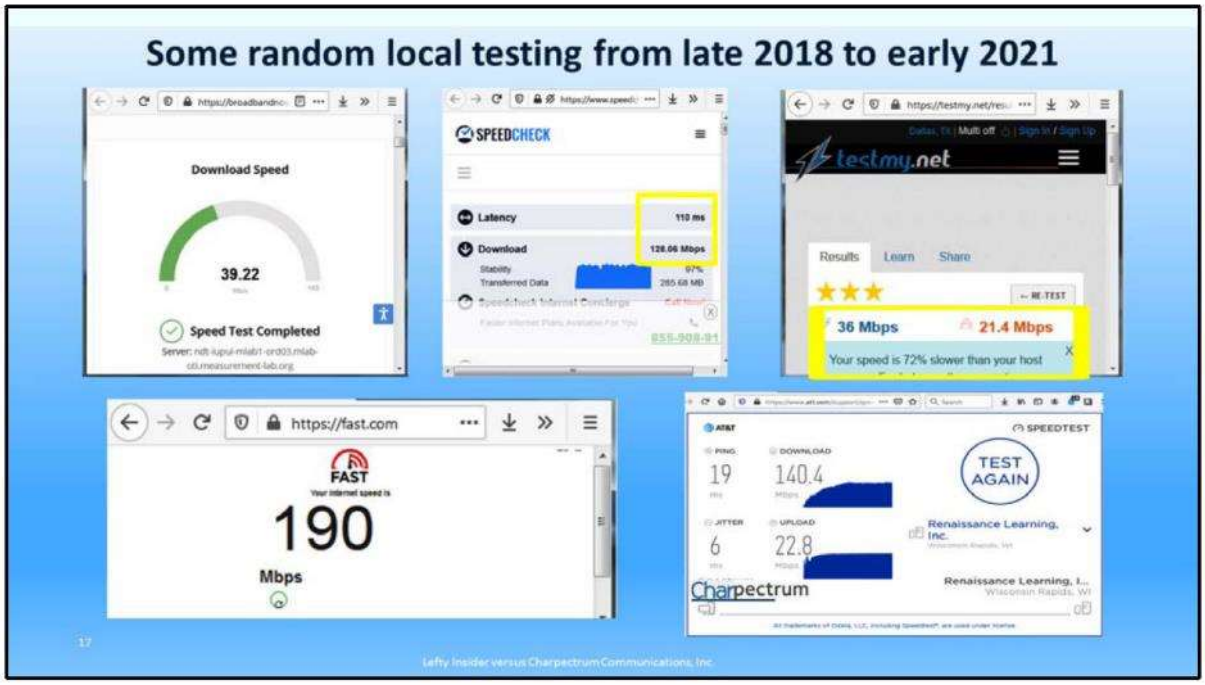
Charpectrum's web designer was not as good, and their service was only at 2.8 Mbps.



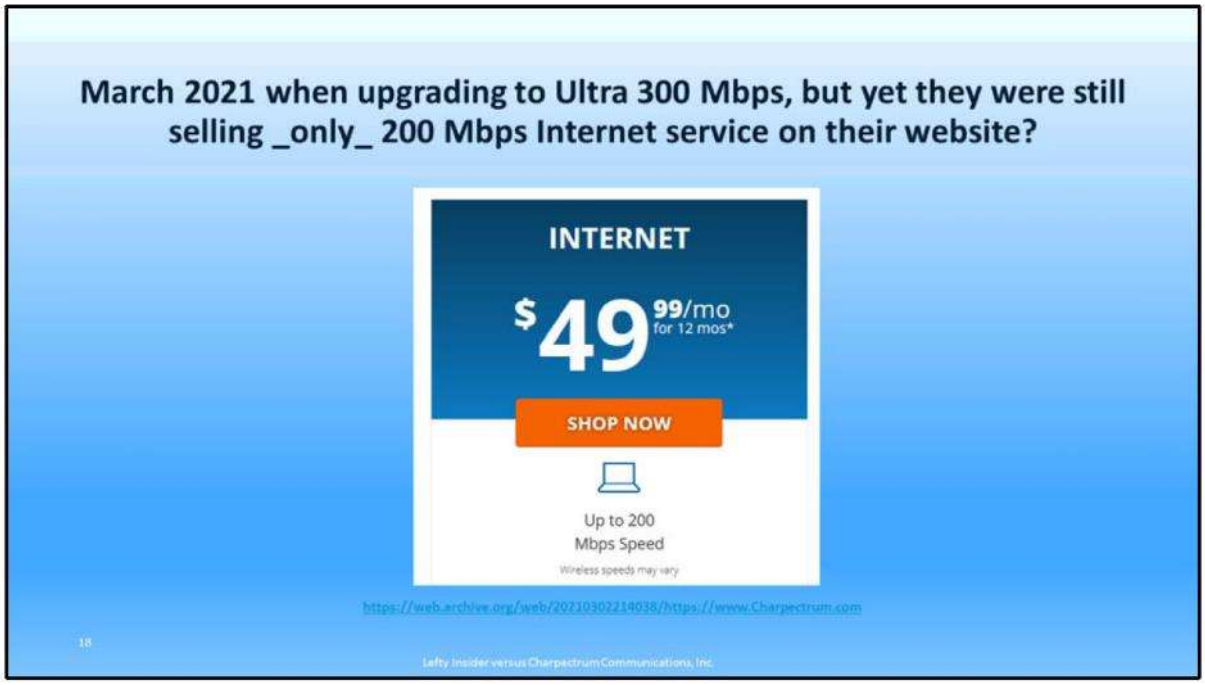
Router "stuck" Magical thinking not influenced by facts or evidence

I settled for this solution because after my extensive testing I was convinced that they could not fix it, and by the time the discount price expired maybe they would be able to.

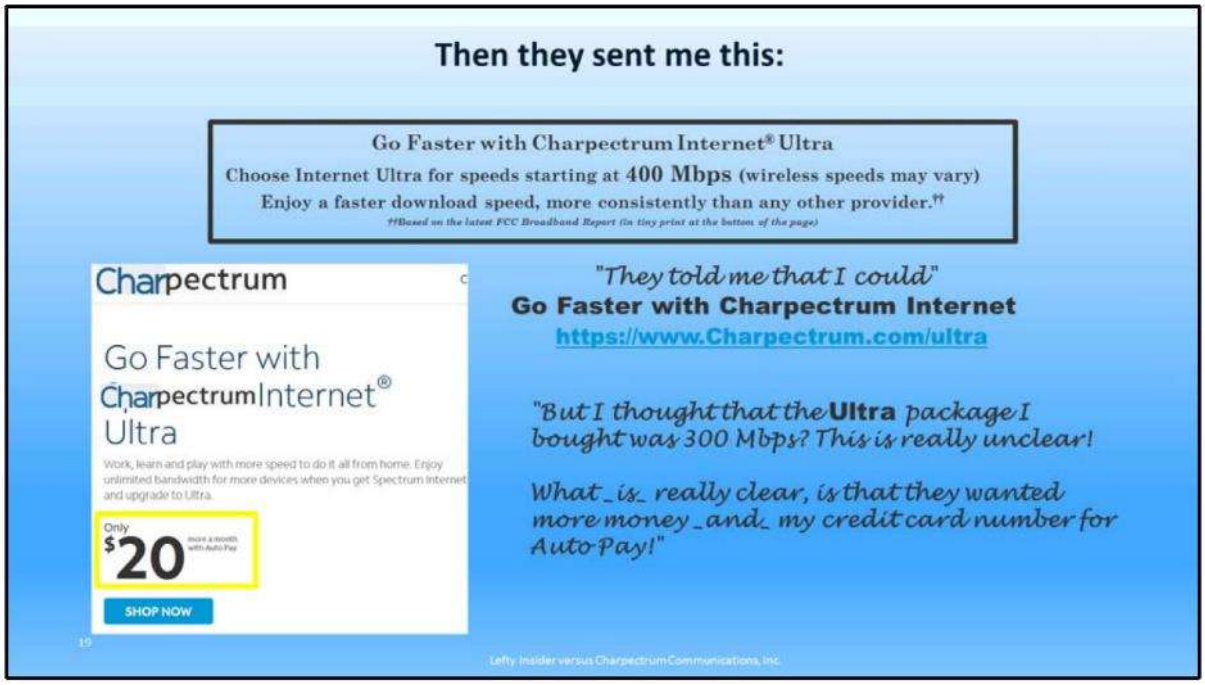
Thanks to the Internet Archive, commonly known as the WayBackMachine, I can go back in time and show this.
This is what I originally signed up for, my only real choice. It eventually was upgraded to 200 Mbps by Charpectrum/Charpectrum across their entire network.



Some old testing results, before I started to understand Internet speed testing.

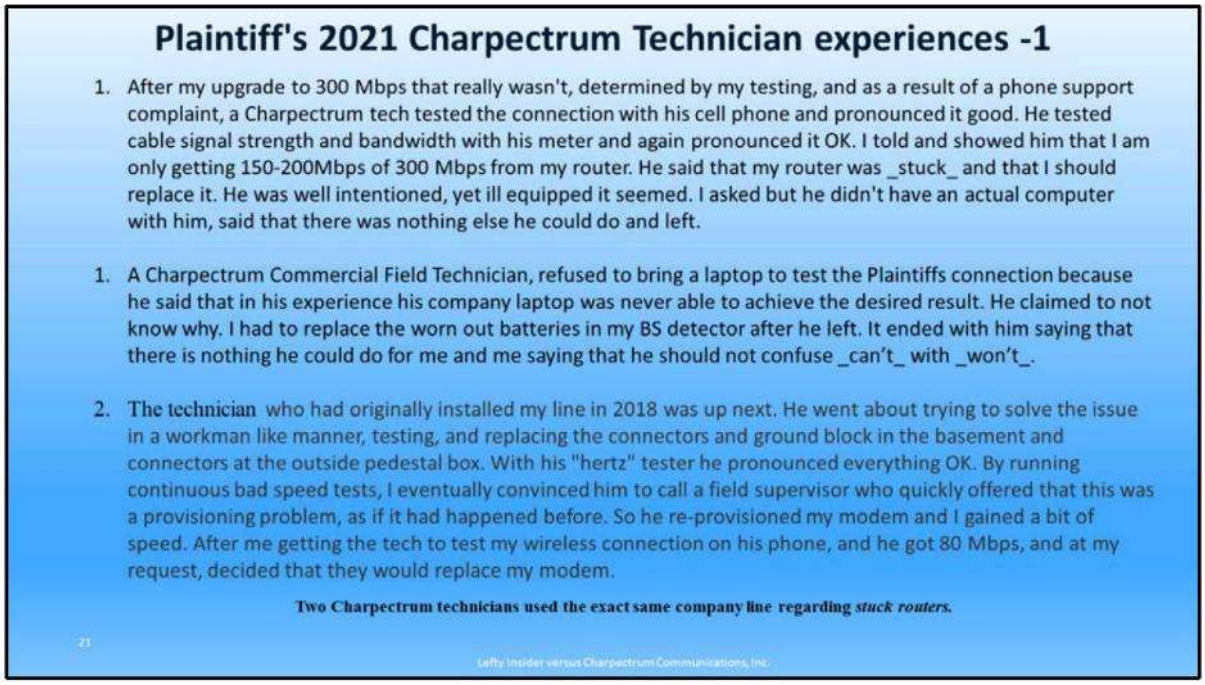


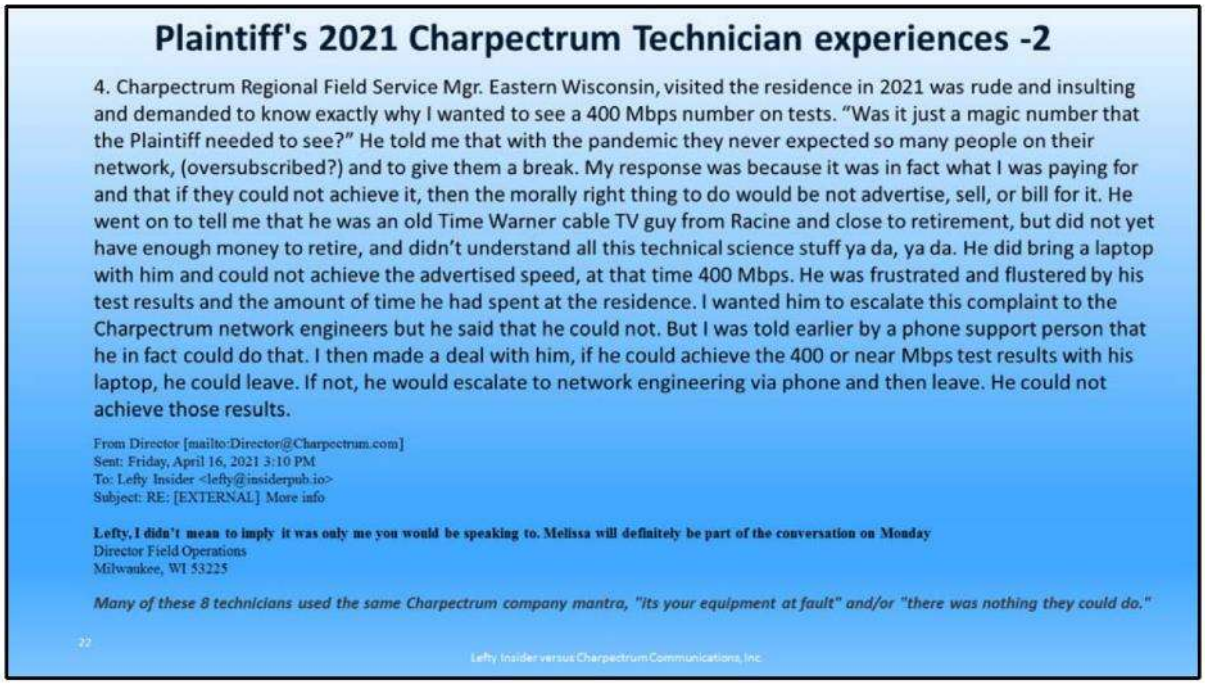
The upgrade that made no difference, and started my journey to more than 2000 speed tests.
Webpage available thanks to the Internet Archive.



Wow! Can I really go FAST?

Yes, get ready for a car crash, or in this case a Charpectrum technician crash.


Plaintiff's 2021 Charpectrum Technician experiences -1
1. After my upgrade to 300 Mbps that really wasn't, determined by my testing, and as a result of a phone support complaint, a Charpectrum tech tested the connection with his cell phone and pronounced it good. He tested cable signal strength and bandwidth with his meter and again pronounced it OK. I told and showed him that I am only getting 150-200Mbps of 300 Mbps from my router. He said that my router was _stuck_ and that I should replace it. He was well intentioned, yet ill equipped it seemed. I asked but he didn't have an actual computer with him, said that there was nothing else he could do and left.
1. A Charpectrum Commercial Field Technician, refused to bring a laptop to test the Plaintiffs connection because he said that in his experience his company laptop was never able to achieve the desired result. He claimed to not know why. I had to replace the worn out batteries in my BS detector after he left. It ended with him saying that there is nothing he could do for me and me saying that he should not confuse _can't_ with _won't_.
2. The technician who had originally installed my line in 2018 was up next. He went about trying to solve the issue in a workman like manner, testing, and replacing the connectors and ground block in the basement and connectors at the outside pedestal box. With his "hertz" tester he pronounced everything OK. By running continuous bad speed tests, I eventually convinced him to call a field supervisor who quickly offered that this was a provisioning problem, as if it had happened before. So he re-provisioned my modem and I gained a bit of speed. After me getting the tech to test my wireless connection on his phone, and he got 80 Mbps, and at my request, decided that they would replace my modem.
Two Charpectrum technicians used the exact same company line regarding stuck routers.
21
Lefty Insider versus Charpectrum Communications, Inc.



Plaintiff's 2021 Charpectrum Technician experiences -2

4. Charpectrum Regional Field Service Mgr. Eastern Wisconsin, visited the residence in 2021 was rude and insulting and demanded to know exactly why I wanted to see a 400 Mbps number on tests. "Was it just a magic number that the Plaintiff needed to see?" He told me that with the pandemic they never expected so many people on their network, (oversubscribed?) and to give them a break. My response was because it was in fact what I was paying for and that if they could not achieve it, then the morally right thing to do would be not advertise, sell, or bill for it. He went on to tell me that he was an old Time Warner cable TV guy from Racine and close to retirement, but did not yet have enough money to retire, and didn't understand all this technical science stuff ya da, ya da. He did bring a laptop with him and could not achieve the advertised speed, at that time 400 Mbps. He was frustrated and flustered by his test results and the amount of time he had spent at the residence. I wanted him to escalate this complaint to the Charpectrum network engineers but he said that he could not. But I was told earlier by a phone support person that he in fact could do that. I then made a deal with him, if he could achieve the 400 or near Mbps test results with his laptop, he could leave. If not, he would escalate to network engineering via phone and then leave. He could not achieve those results.

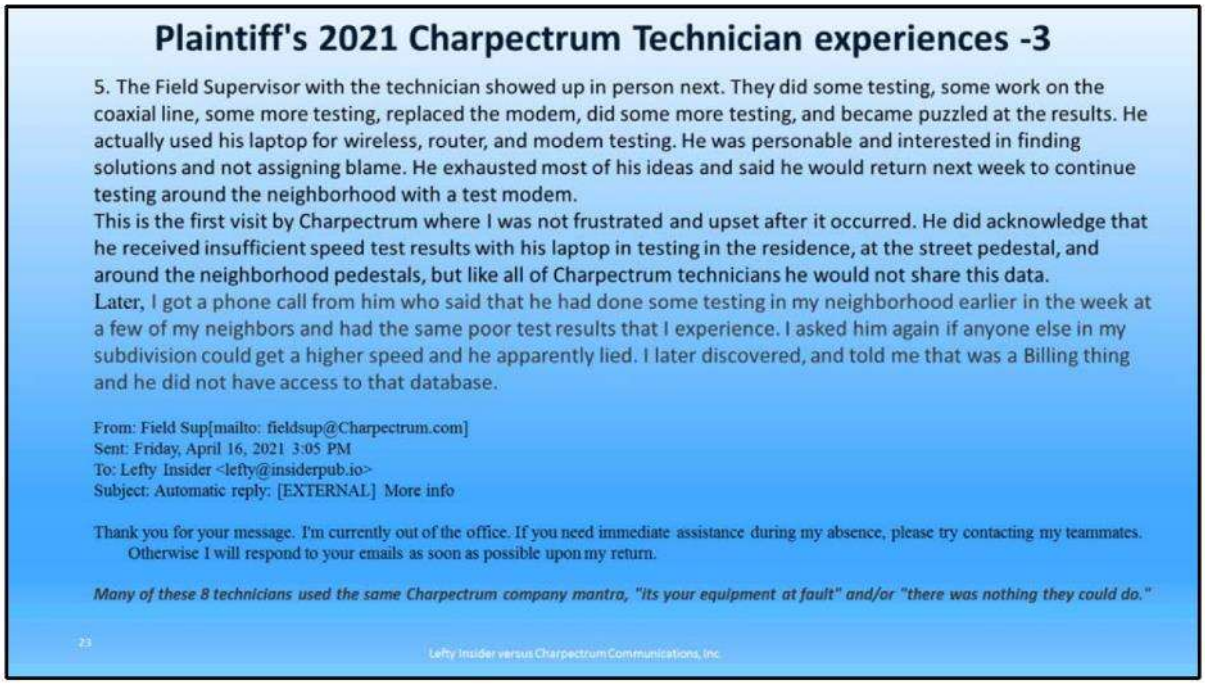
From Director [mailto:Director@Charpectrum.com]
Sent: Friday, April 16, 2021 3:10 PM
To: Lefty Insider <lefty@insiderpub.io>
Subject: RE: [EXTERNAL] More info

Lefty, I didn't mean to imply it was only me you would be speaking to. Melissa will definitely be part of the conversation on Monday
Director Field Operations
Milwaukee, WI 53225

Many of these 8 technicians used the same Charpectrum company mantra, "its your equipment at fault" and/or "there was nothing they could do."

22

Lefty Insider versus Charpectrum Communications, Inc



Plaintiff's 2021 Charpectrum Technician experiences -3

5. The Field Supervisor with the technician showed up in person next. They did some testing, some work on the coaxial line, some more testing, replaced the modem, did some more testing, and became puzzled at the results. He actually used his laptop for wireless, router, and modem testing. He was personable and interested in finding solutions and not assigning blame. He exhausted most of his ideas and said he would return next week to continue testing around the neighborhood with a test modem.
This is the first visit by Charpectrum where I was not frustrated and upset after it occurred. He did acknowledge that he received insufficient speed test results with his laptop in testing in the residence, at the street pedestal, and around the neighborhood pedestals, but like all of Charpectrum technicians he would not share this data.
Later, I got a phone call from him who said that he had done some testing in my neighborhood earlier in the week at a few of my neighbors and had the same poor test results that I experience. I asked him again if anyone else in my subdivision could get a higher speed and he apparently lied. I later discovered, and told me that was a Billing thing and he did not have access to that database.

From: Field Sup[mailto: fieldsup@Charpectrum.com]
Sent: Friday, April 16, 2021 3:05 PM
To: Lefty Insider <lefty@insiderpub.io>
Subject: Automatic reply: [EXTERNAL] More info

Thank you for your message. I'm currently out of the office. If you need immediate assistance during my absence, please try contacting my teammates. Otherwise I will respond to your emails as soon as possible upon my return.

Many of these 8 technicians used the same Charpectrum company mantra, "its your equipment at fault" and/or "there was nothing they could do."

23

Lefty Insider versus Charpectrum Communications, Inc.

Plaintiff's 2021 Charpectrum Technician experiences -4

6. Then I received a call from someone who he said is in charge of the local Field Supervisors, and the Field Sup's boss. (This is number six technician if you are counting, as I was.) He said that he was in my neighborhood today with a tech doing some testing and had positive results to report. I questioned him about how his testing differed from the bad tests that Field Sup. One had reported to me last week. He said that he had not spoken with the Field Sup. because as you know he works Wed. to Sat. This seemed like another lie to me. How many months will it take to get this escalated to engineering? It seems to me that the Charpectrum plan here is to find the right combination of modems and computers to fix this mentally with me, rather than trying to fix it physically. At this point, I am now fully and completely fed up.

I also had visits from:

7. A reginal manager who could not achieve provisioned speed on wireless, wired to router, or modem with his HP laptop. Said there was nothing else he could do.

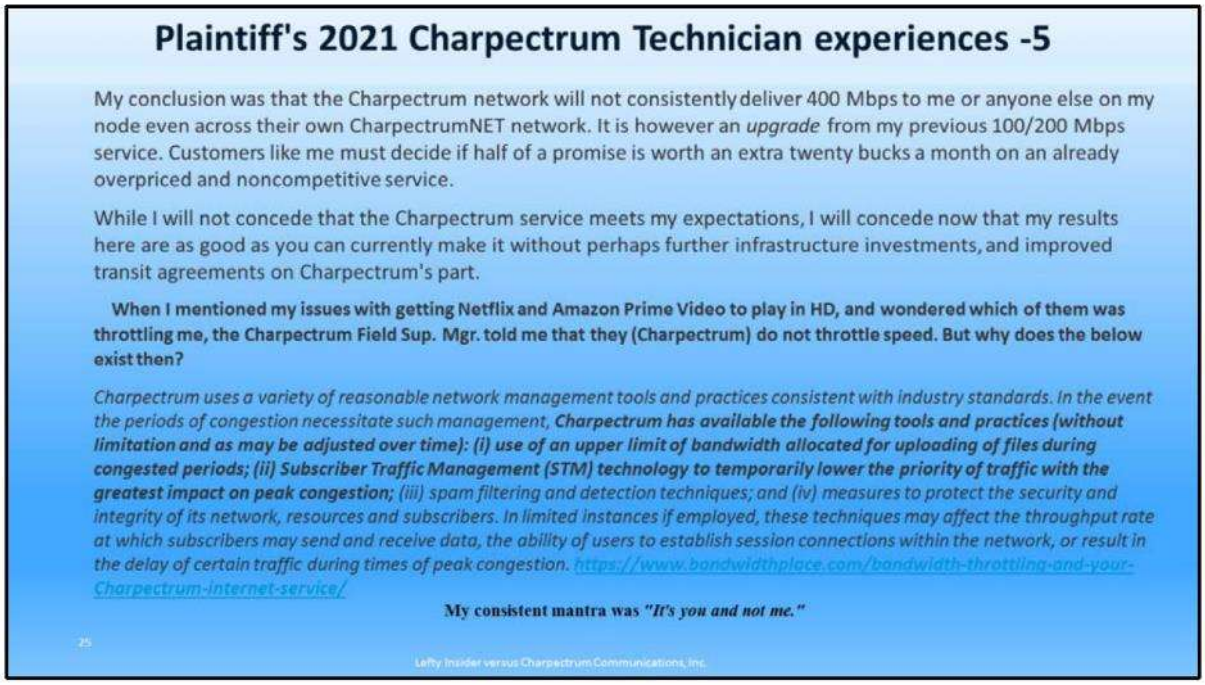
8. Next up, a couple of Field Supervisors showed up, just to question and blame my equipment. A reoccurring Charpectrum technician theme.

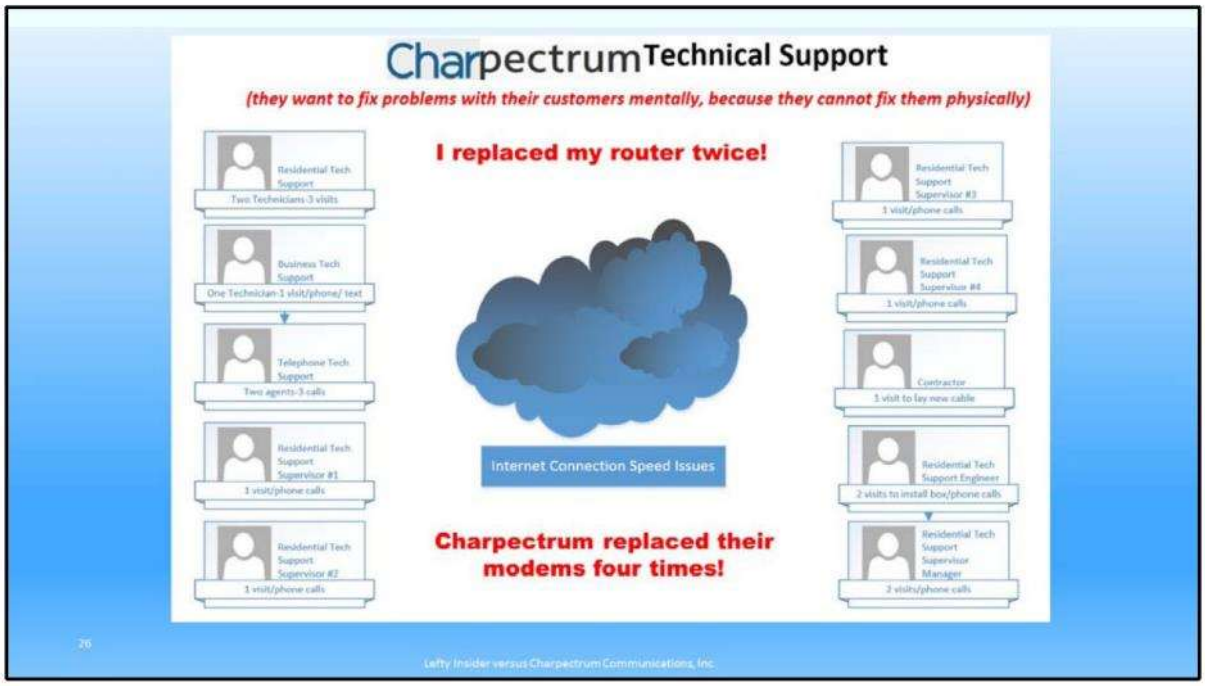
That is technician eight now if you are still counting. They spent about half hour tapped into my street pedestal or PED, to some equipment in the van and made some phone calls. In the three hours or so that they were at the residence, the speeds on his Dell laptop got progressively better, but only at speedtest.net, and only on sites within 200 miles. So they only actually tested to CharpectrumNET only. They were just testing their own Charpectrum network. I suggested using a scientific method of testing three sites and averaging them out, but that did not fly with them. I did not see a scientifically sound testing program in use here. While they were here I could replicate some of their test results. But after they left, I could not.

All of these 8 technicians during these 13 visits left more BS behind in my house than a herd of Holsteins.

24

Lefty Insider versus Charpectrum Communications, Inc


Plaintiff's 2021 Charpectrum Technician experiences -5
My conclusion was that the Charpectrum network will not consistently deliver 400 Mbps to me or anyone else on my node even across their own CharpectrumNET network. It is however an upgrade from my previous 100/200 Mbps service. Customers like me must decide if half of a promise is worth an extra twenty bucks a month on an already overpriced and noncompetitive service.
While I will not concede that the Charpectrum service meets my expectations, I will concede now that my results here are as good as you can currently make it without perhaps further infrastructure investments, and improved transit agreements on Charpectrum's part.
When I mentioned my issues with getting Netflix and Amazon Prime Video to play in HD, and wondered which of them was throttling me, the Charpectrum Field Sup. Mgr. told me that they (Charpectrum) do not throttle speed. But why does the below exist then?
Charpectrum uses a variety of reasonable network management tools and practices consistent with industry standards. In the event the periods of congestion necessitate such management, Charpectrum has available the following tools and practices (without limitation and as may be adjusted over time): (i) use of an upper limit of bandwidth allocated for uploading of files during congested periods; (ii) Subscriber Traffic Management (STM) technology to temporarily lower the priority of traffic with the greatest impact on peak congestion; (iii) spam filtering and detection techniques; and (iv) measures to protect the security and integrity of its network, resources and subscribers. In limited instances if employed, these techniques may affect the throughput rate at which subscribers may send and receive data, the ability of users to establish session connections within the network, or result in the delay of certain traffic during times of peak congestion. https://www.bandwidthplace.com/bandwidth-throttling-and-your-Charpectrum-internet-service/
My consistent mantra was "It's you and not me."
25
Lefty Insider versus Charpectrum Communications, Inc.



Witness Schneider questions: Does this series of events consistent with your knowledge of the staff you supervise?
Thirteen visits, dozens of phone calls, hundreds of emails, and no real results

Seems like a lot of visits but it was a comedy of errors. A case of the Keystone cop technicians.
They used their meters to measure television signal Megahertz on their cable rather than using computers to measure network packet switched Megabits.
They don't understand basic Ethernet networking, invented 50 years ago, much less Jumbo data packets.

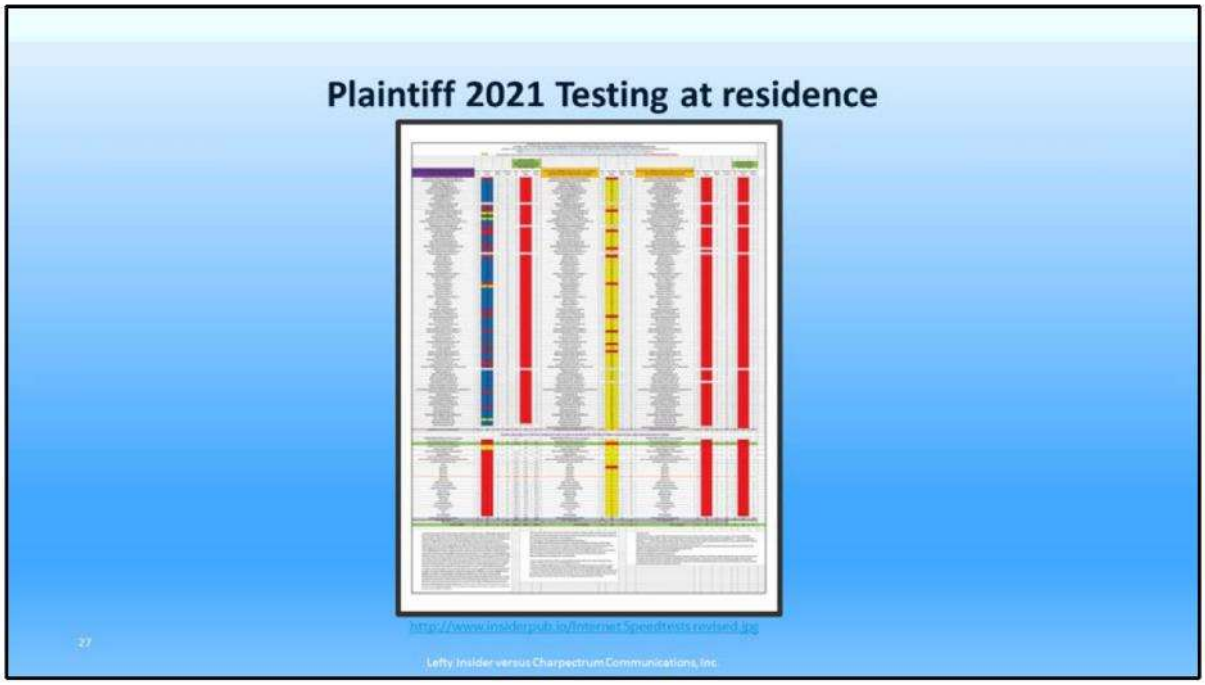
They could only get their advertised speed on phones testing to Random Lake or Eau Claire.

They had to fix my upgrade speed provisioning because it was setup wrong, twice.
They had to replace a new modem because it was bad out of the box.
They shipped me a modem and told me not to install it because it was a bad version

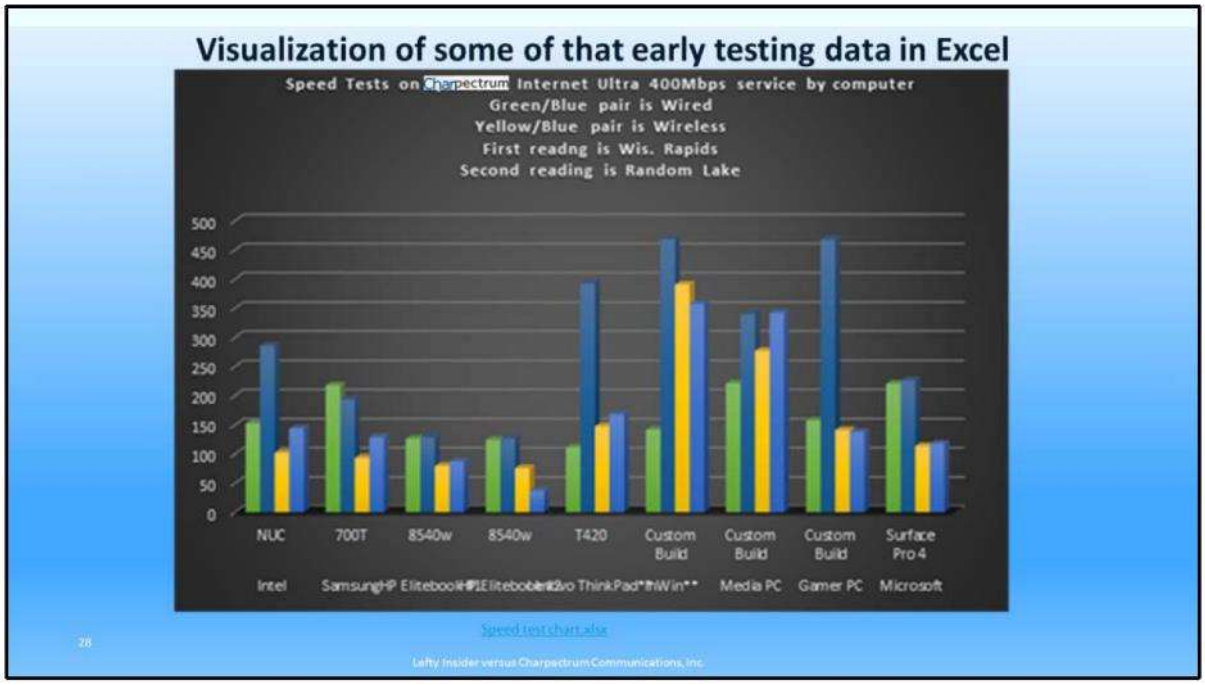
I had to convince them that I should get what I pay for despite their excuses about Covid and not having sufficient technical skills to solve it.

They had to lay cable twice because it was too short.
They had to install cable box twice because I would not accept their sloppy first job.

Reminds me of the Elton John song, Rocket Man, lyric about an astronaut, *"and all this science I don't understand, it's just my job five days a week"*

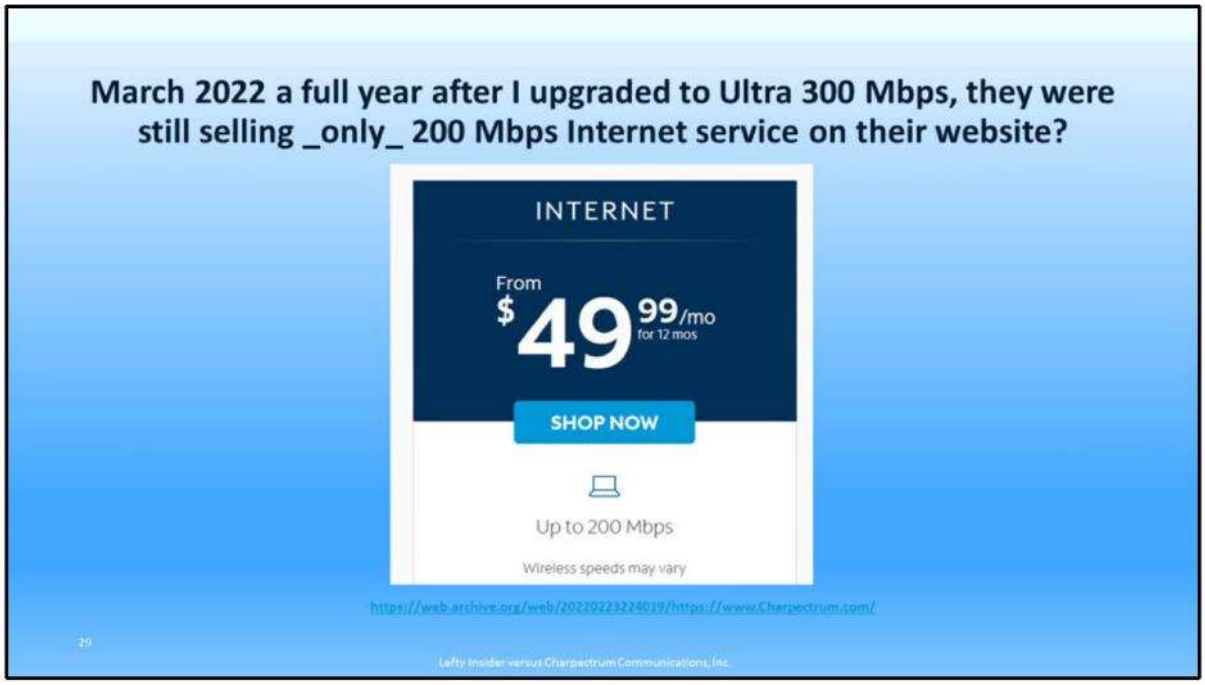


Show chart
2021 Test spreadsheet - A-Z wide and 180 cells deep
11% of tests at advertised speed, 13% of tests equal 80% of advertised speed
Charpectrum is a reseller of Mbps, it buys from Tier 1's, and it is a pipeline business

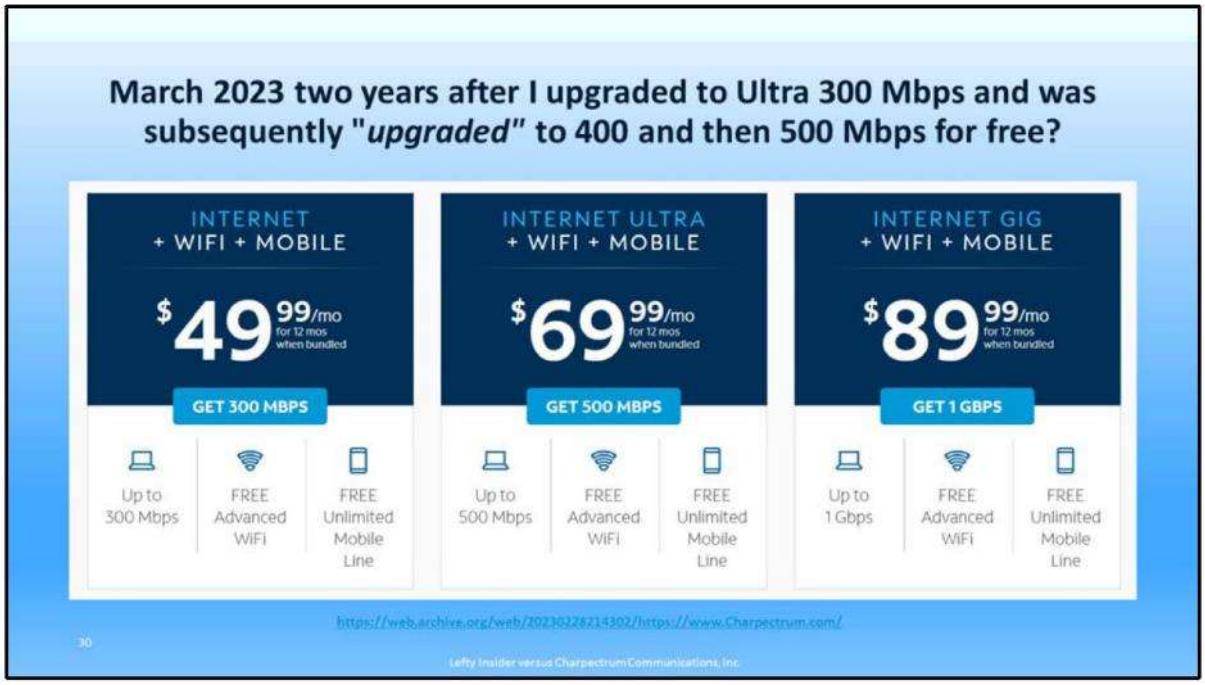


Test results by computer. Looking for 400 Mbps and not finding it across nine computers.

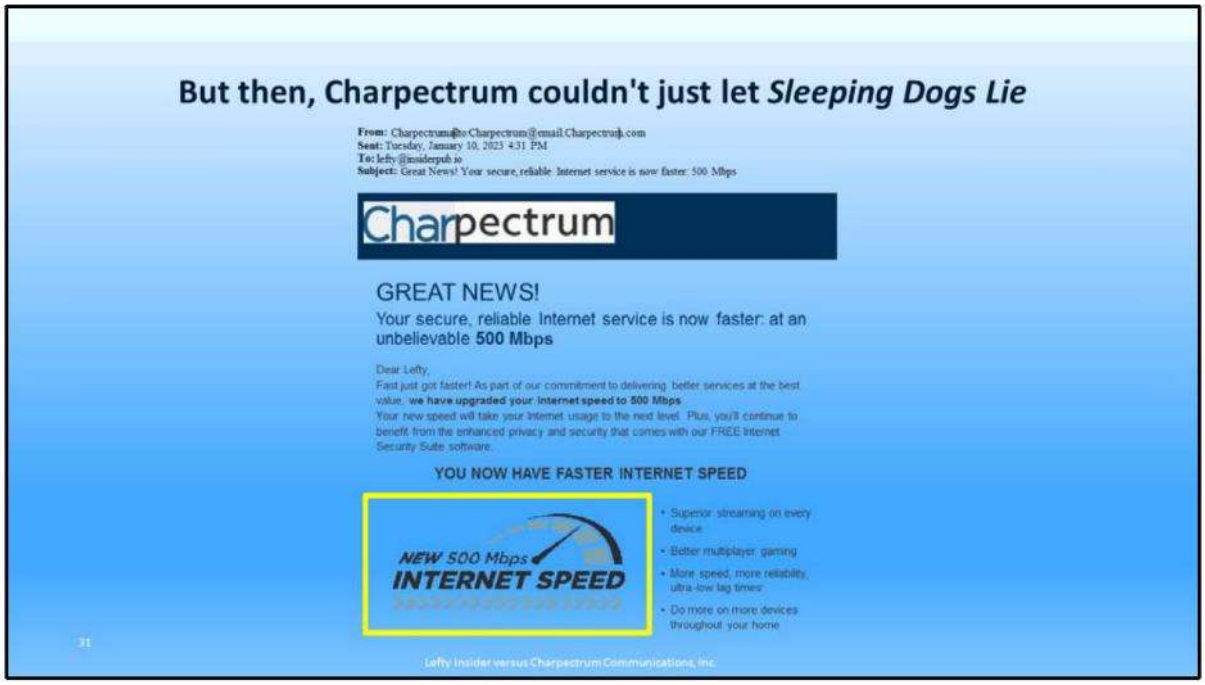
See the chart of 600 tests for the whole story.



The 300 Mbps Ultra upgrade was an apparent, and transparent, Marketing attempt to stave off competition?

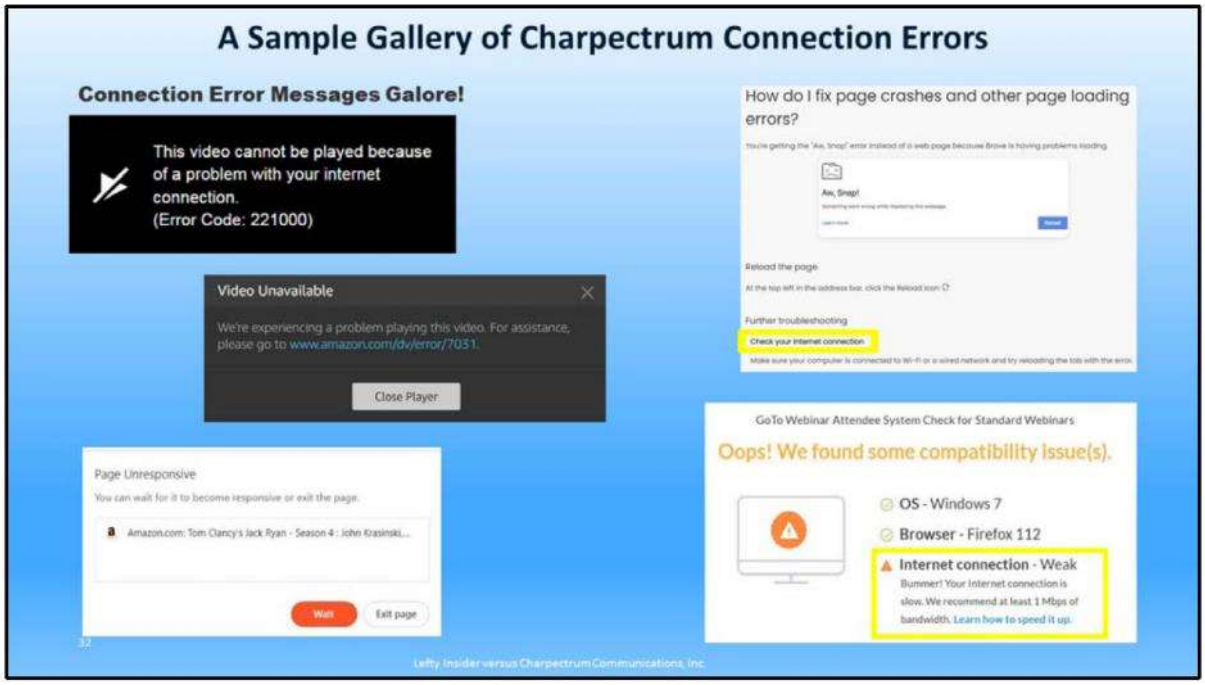


What happened to the 400 Mbps plan that I was supposed to have? Was it actually real or the imagining of their marketing department?



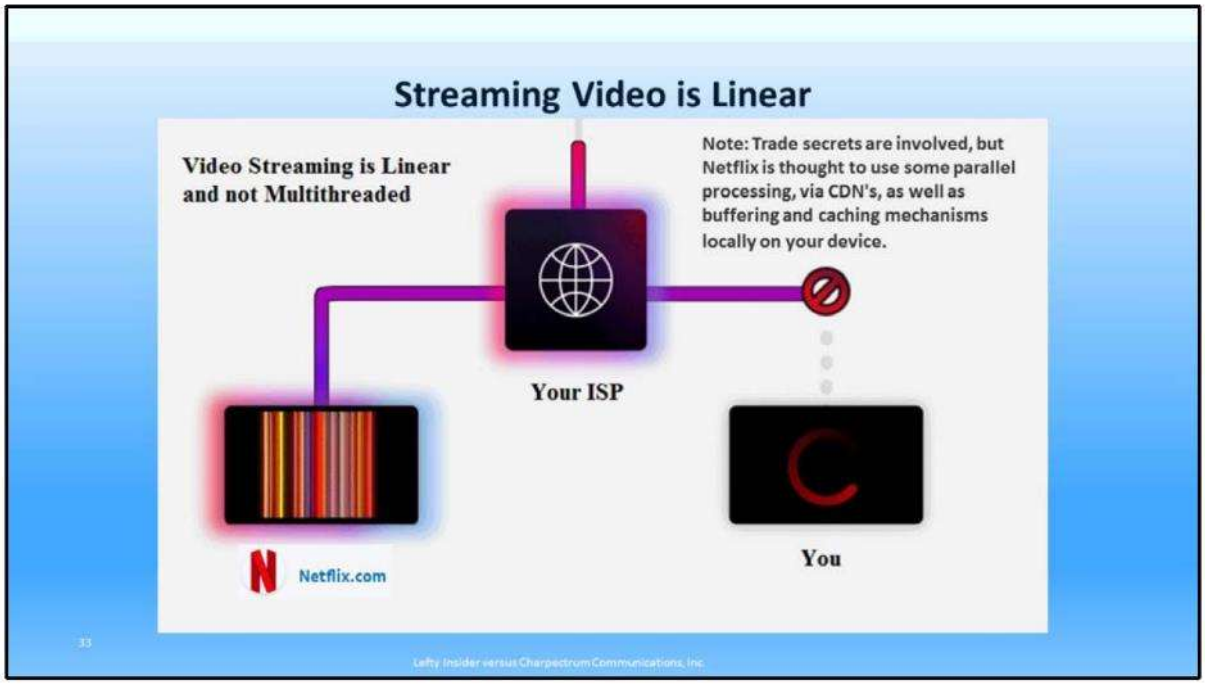
This is the email that started me down this second extensive testing path, hundreds of emails and dozens of phone calls, and eventually into this courtroom.

Wow, look at the bold numbers and the zooming graphic! Wouldn't you WANT this? Especially for FREE!



Sample errors from watching Podcasts, Streaming video, Webinars.

Note and zoom on highlighted areas!

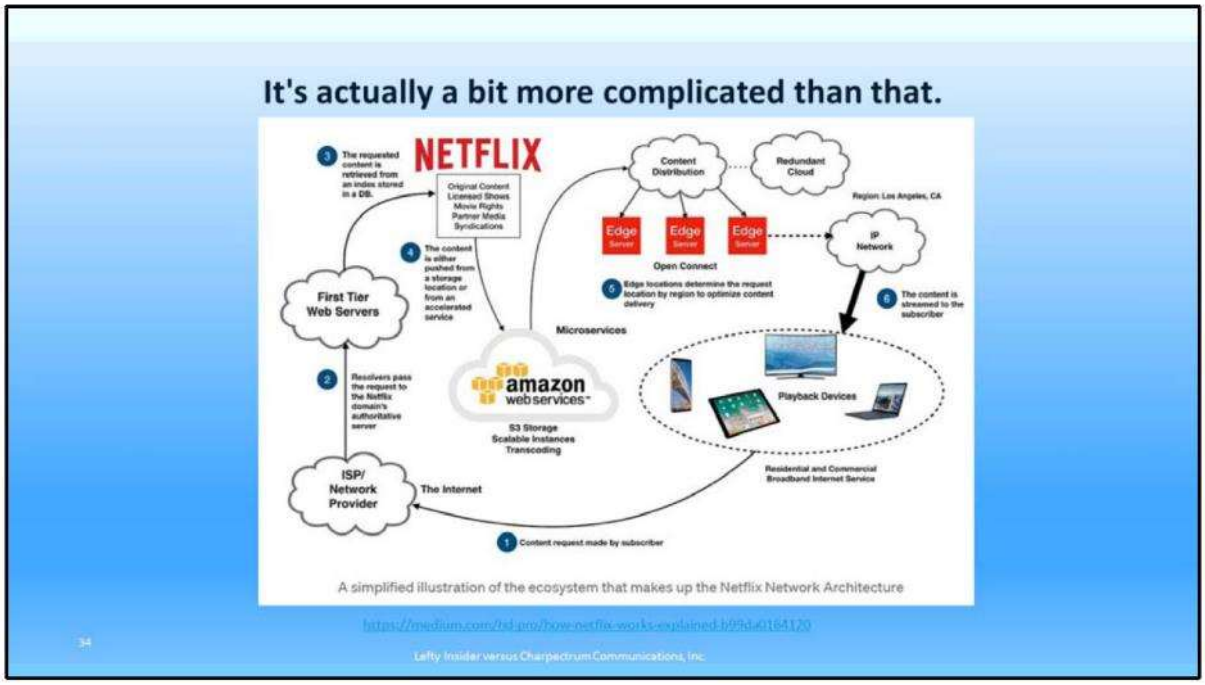


From the lower left, Netflix sends the movie to your ISP, and your ISP sends it to you.

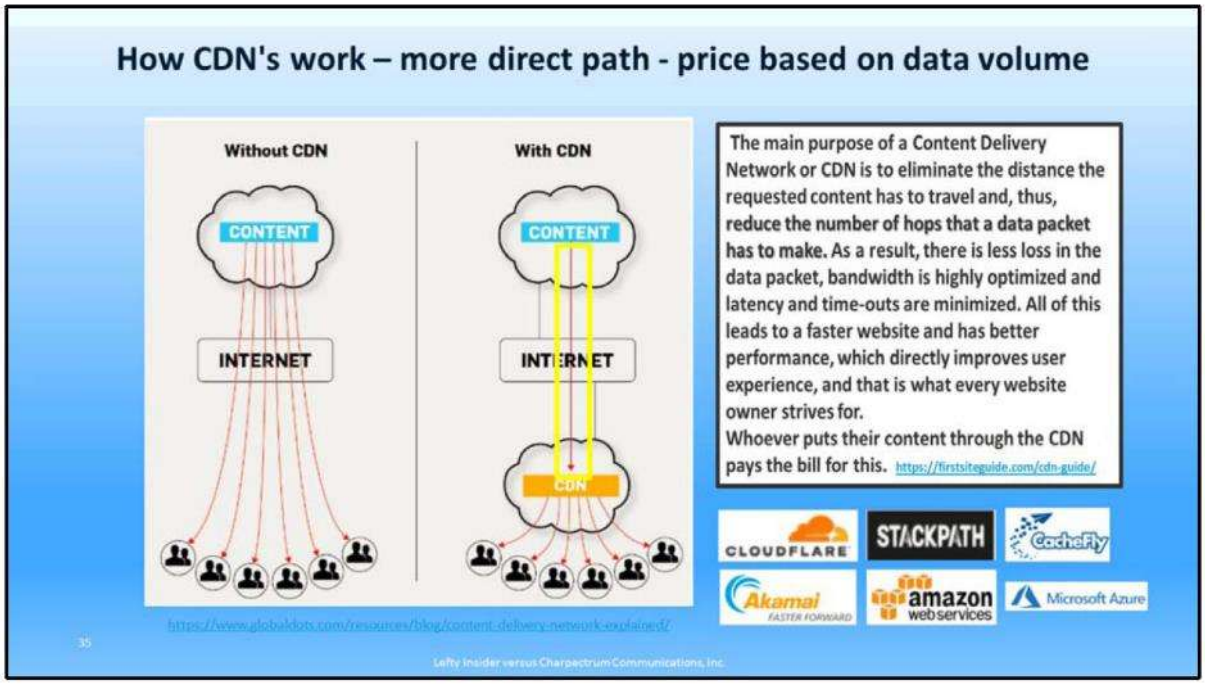
There are no multithreaded connections **shown in this image on their website!**

Multithreading is multiple server connections to your connection.

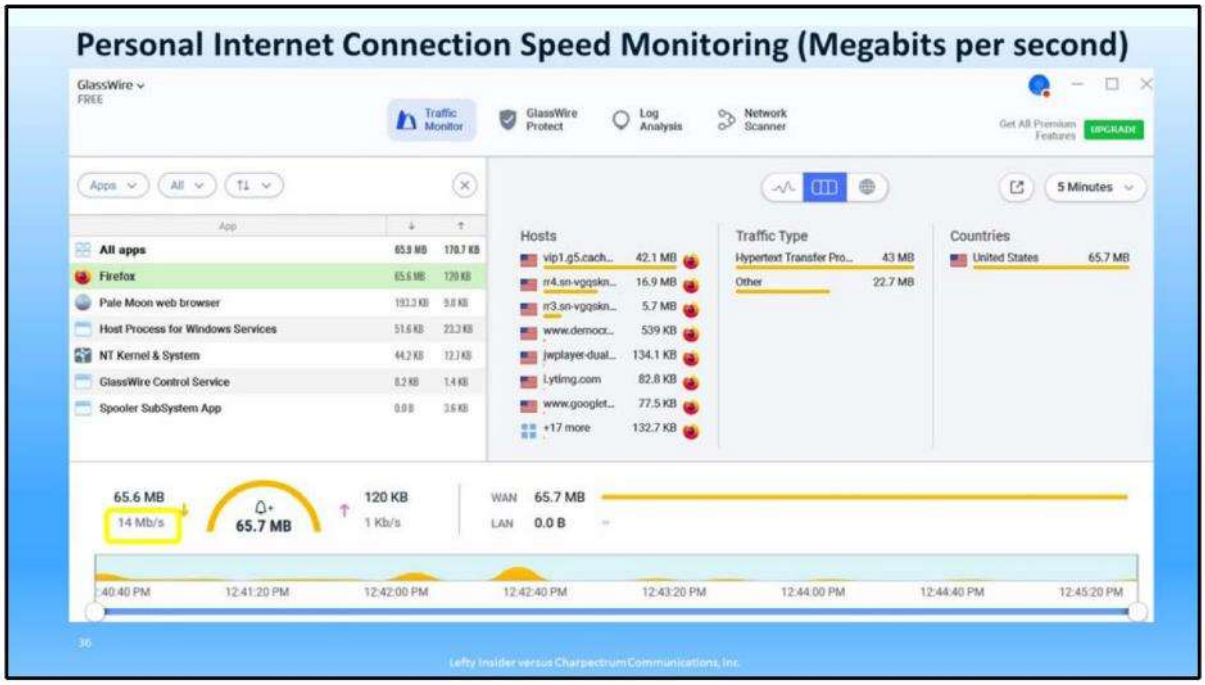
When I complained about Netflix, the VP said "everyone has problems with Netflix"



1 — Content request made by subscriber
It all begins with an HTTP request for a movie or show, to a Netflix server. The HTTP request is sent out to the Internet via the ISP of the subscriber.
2 — Resolvers pass the request to the Netflix domain's authoritative server
This basically means that a DNS lookup is initiated upon the HTTP request from the subscriber's device.
3 — Requested content is retrieved from an index stored on a database
The server handles the request using a microservice architecture. These are software that run on the cloud, with Amazon's AWS being a part of the system.
4 — Content is pushed out from a storage location or accelerated service
Accelerated services are on the edge networks of the ecosystem. They basically cache the most requested content for faster performance.
5 — Edge locations determine where to route the request to optimize content delivery
Netflix actually installs their own devices at ISP locations worldwide to help accelerate content delivery. They deploy this with their Open Connect edge server devices along with global CDN (Content Delivery Network) partners like Akamai.
6 — The content is streamed to the subscriber
Subscribers who have a fast Internet connection will be able to stream with little to no lag. Your content is delivered to you based on your network's bandwidth.



CDN straight to users



GlassWire is a software tool to monitor Internet connection performance.

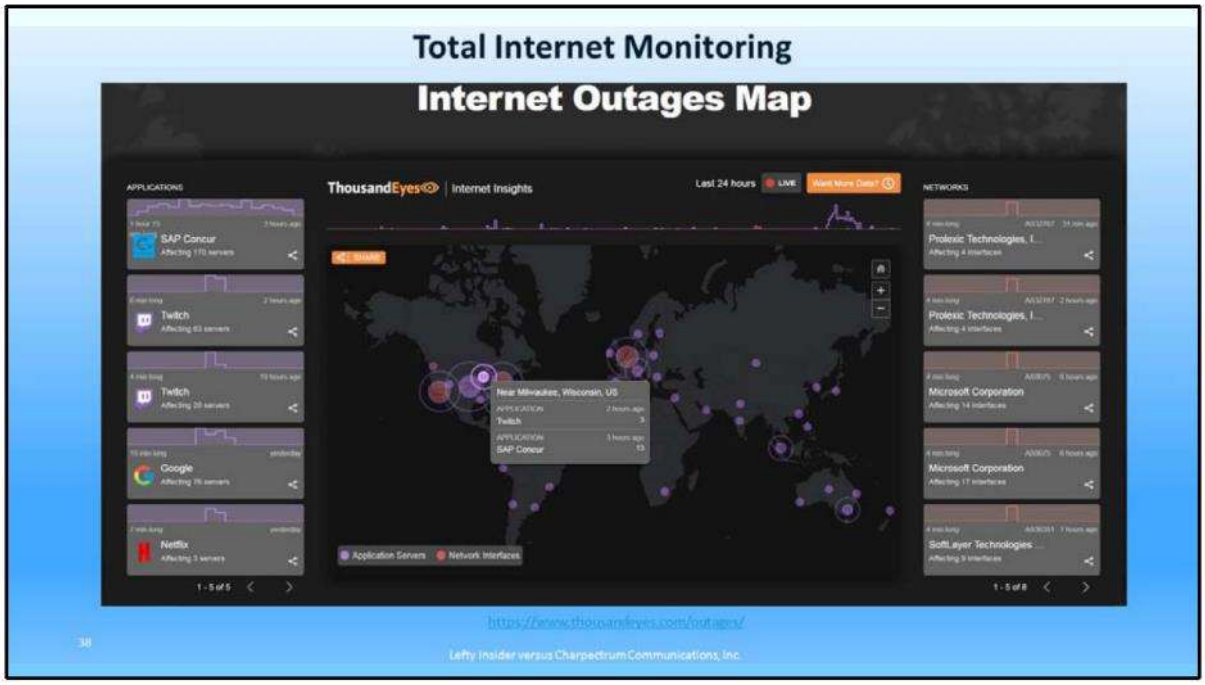
Uploads and Downloads from:

LAN - Local Area Network

WAN - Wide Area Network (Internet)

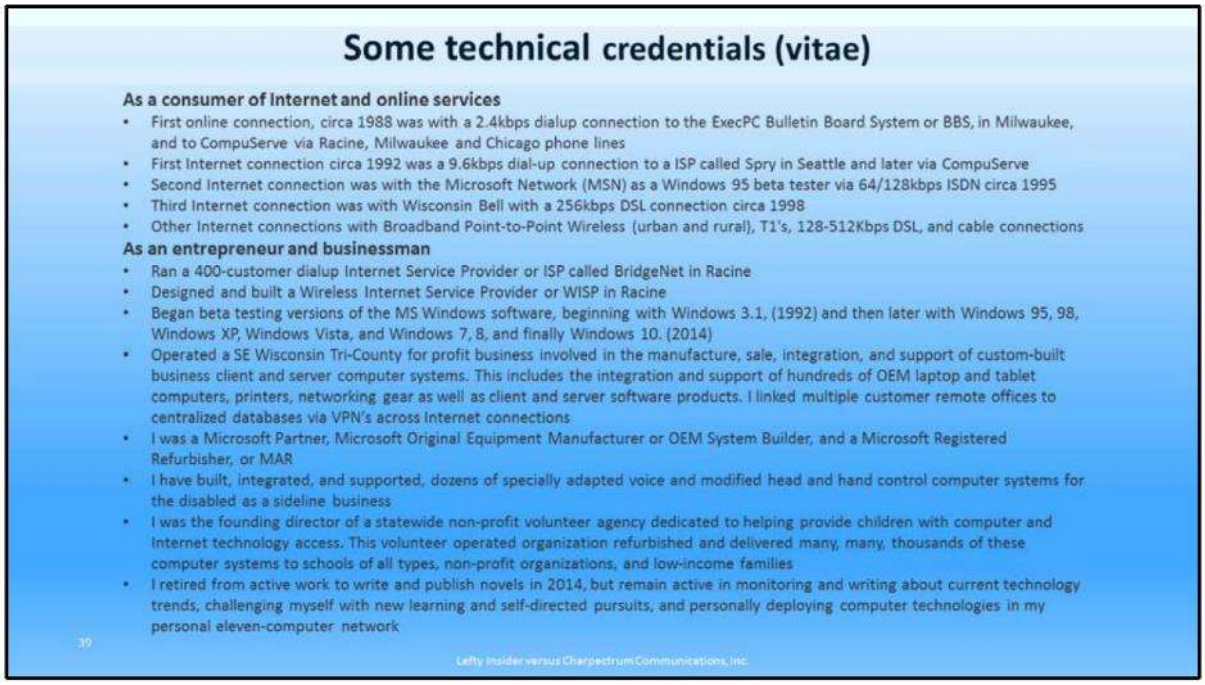
Can see info by:

1. Software programs (Apps)
2. Websites visited (Hosts)
3. Traffic type (http, ftp, udp, SMTP-mail, and DNS)

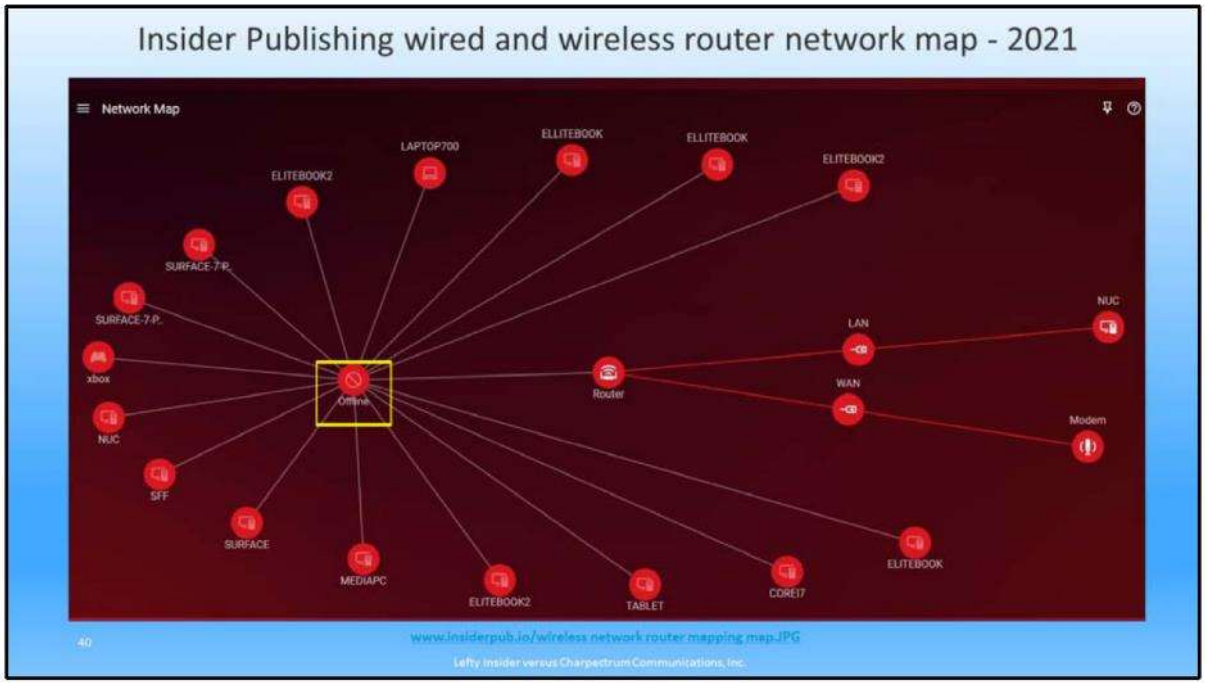


You can also monitor world wide Internet outages.

I tell the wife I am keeping the Internet running.

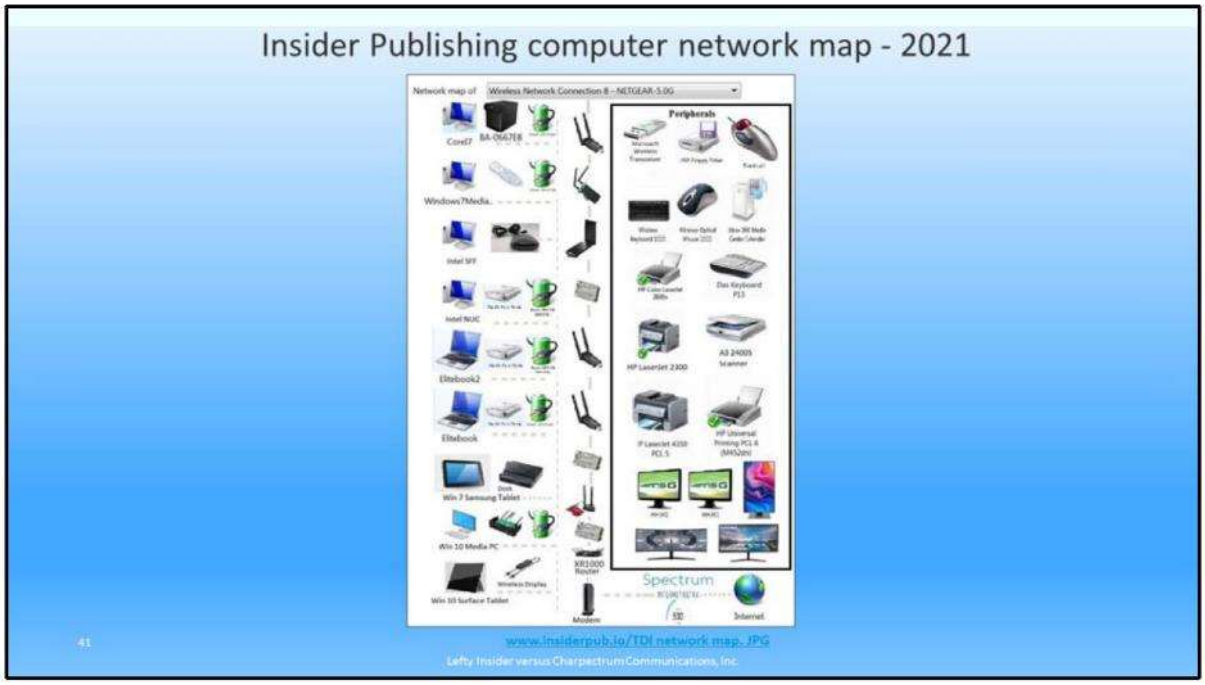


Long experience as a computer engineer and a ISP and a ISP user.

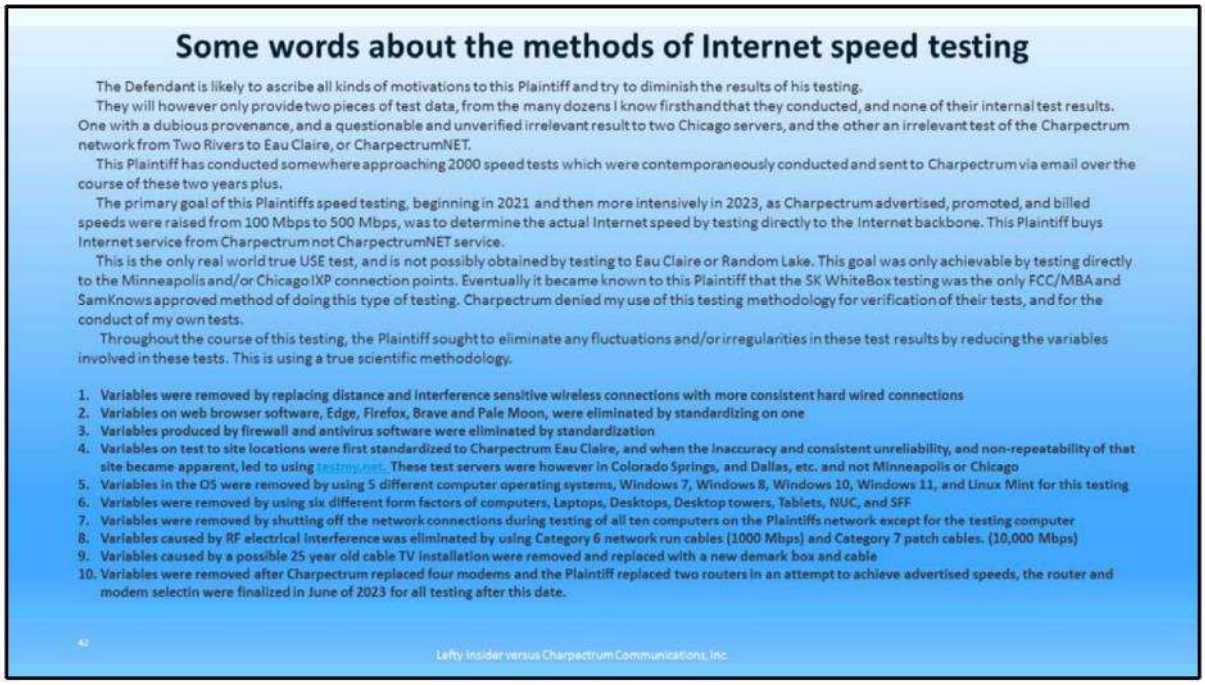


Network map of my network, note all computers **offline** and one online for mapping and for the testing.

Shows how serious my Internet network is.



A Microsoft Windows Visual representation of my network, including peripherals.
Shows how serious my computer network is.



Some words about the methods of Internet speed testing

The Defendant is likely to ascribe all kinds of motivations to this Plaintiff and try to diminish the results of his testing.

They will however only provide two pieces of test data, from the many dozens I know firsthand that they conducted, and none of their internal test results. One with a dubious provenance, and a questionable and unverified irrelevant result to two Chicago servers, and the other an irrelevant test of the Charpectrum network from Two Rivers to Eau Claire, or CharpectrumNET.

This Plaintiff has conducted somewhere approaching 2000 speed tests which were contemporaneously conducted and sent to Charpectrum via email over the course of these two years plus.

The primary goal of this Plaintiffs speed testing, beginning in 2021 and then more intensively in 2023, as Charpectrum advertised, promoted, and billed speeds were raised from 100 Mbps to 500 Mbps, was to determine the actual Internet speed by testing directly to the Internet backbone. This Plaintiff buys Internet service from Charpectrum not CharpectrumNET service.

This is the only real world true USE test, and is not possibly obtained by testing to Eau Claire or Random Lake. This goal was only achievable by testing directly to the Minneapolis and/or Chicago IXP connection points. Eventually it became known to this Plaintiff that the SK WhiteBox testing was the only FCC/MBA and SamKnows approved method of doing this type of testing. Charpectrum denied my use of this testing methodology for verification of their tests, and for the conduct of my own tests.

Throughout the course of this testing, the Plaintiff sought to eliminate any fluctuations and/or irregularities in these test results by reducing the variables involved in these tests. This is using a true scientific methodology.

1. Variables were removed by replacing distance and interference sensitive wireless connections with more consistent hard wired connections
2. Variables on web browser software, Edge, Firefox, Brave and Pale Moon, were eliminated by standardizing on one
3. Variables produced by firewall and antivirus software were eliminated by standardization
4. Variables on test to site locations were first standardized to Charpectrum Eau Claire, and when the inaccuracy and consistent unreliability, and non-repeatability of that site became apparent, led to using testmy.net. These test servers were however in Colorado Springs, and Dallas, etc. and not Minneapolis or Chicago
5. Variables in the OS were removed by using 5 different computer operating systems, Windows 7, Windows 8, Windows 10, Windows 11, and Linux Mint for this testing
6. Variables were removed by using six different form factors of computers, Laptops, Desktops, Desktop towers, Tablets, NUC, and SFF
7. Variables were removed by shutting off the network connections during testing of all ten computers on the Plaintiffs network except for the testing computer
8. Variables caused by RF electrical interference was eliminated by using Category 6 network run cables (1000 Mbps) and Category 7 patch cables. (10,000 Mbps)
9. Variables caused by a possible 25 year old cable TV installation were removed and replaced with a new demark box and cable
10. Variables were removed after Charpectrum replaced four modems and the Plaintiff replaced two routers in an attempt to achieve advertised speeds, the router and modem selectin were finalized in June of 2023 for all testing after this date.

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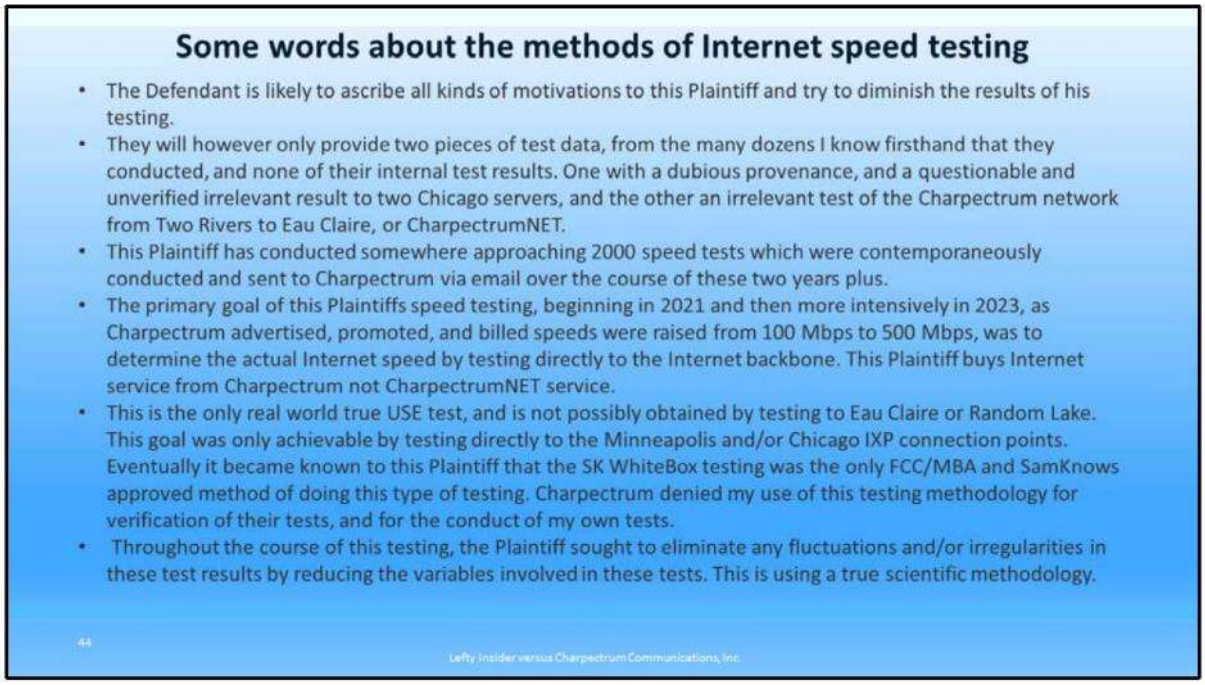
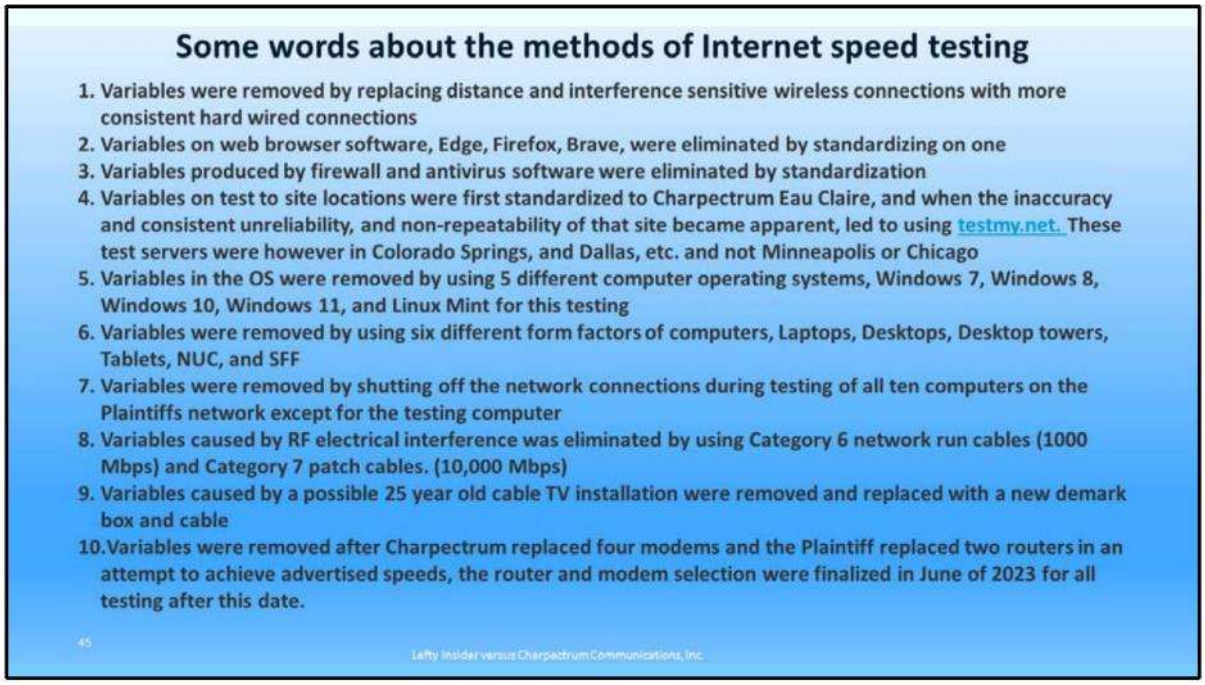
Lefty Insider versus Charpectrum Communications, Inc

Eliminating variables the scientific methods.

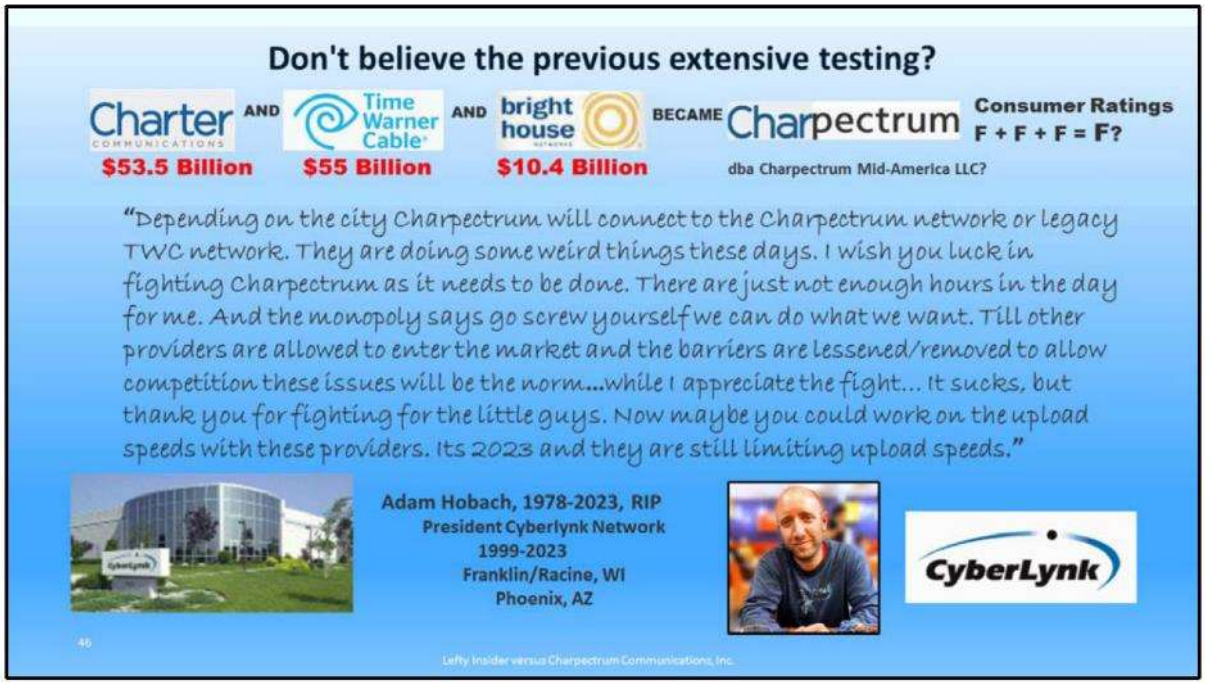
Operating systems and form factor PC's used in testing.



Eliminating variables the scientific methods.



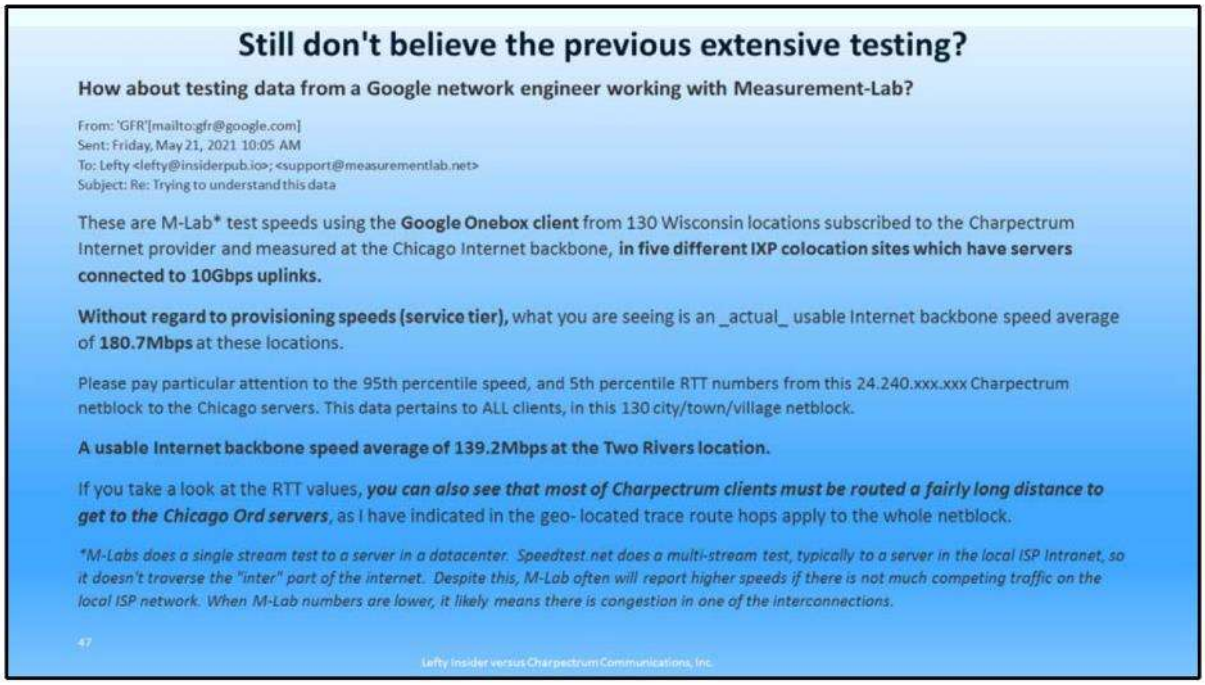
Eliminating variables the scientific methods.



How do you make a Charpectrum?
When I connect to my webserver or email server at insiderpub.io hosted by CyberLynk.net in Franklin, I am NOT on the Internet, I am on the Charpectrum network or CharpectrumNET as I call it.
I get poor speed test results here as well.

CyberLynk and my own BridgeNet are two of the 7000 small ISP's that were forced out of business by FCC rule changes in the decade between 1995 and 2005. The FCC simply handed this business over to the Telco's and cable companies destroying competition in the process.

Cyberlynk is a former dialup ISP and wireless broadband ISP or WISP. For 20 plus years they have been a hosting and colocation company. They have six 1GB and 10 GB Internet connections from all the major providers including Charpectrum.



Still don't believe the previous extensive testing?

How about testing data from a Google network engineer working with Measurement-Lab?

From: 'GFR'[mailto:gfr@google.com]
Sent: Friday, May 21, 2021 10:05 AM
To: Lefty <lefty@insiderpub.io>; <support@measurementlab.net>
Subject: Re: Trying to understand this data

These are M-Lab* test speeds using the **Google Onebox client** from 130 Wisconsin locations subscribed to the Charpectrum Internet provider and measured at the Chicago Internet backbone, **in five different IXP colocation sites which have servers connected to 10Gbps uplinks.**

Without regard to provisioning speeds (service tier), what you are seeing is an _actual_ usable Internet backbone speed average of **180.7Mbps** at these locations.

Please pay particular attention to the 95th percentile speed, and 5th percentile RTT numbers from this 24.240.xxx.xxx Charpectrum netblock to the Chicago servers. This data pertains to ALL clients, in this 130 city/town/village netblock.

A usable Internet backbone speed average of 139.2Mbps at the Two Rivers location.

If you take a look at the RTT values, ***you can also see that most of Charpectrum clients must be routed a fairly long distance to get to the Chicago Ord servers***, as I have indicated in the geo- located trace route hops apply to the whole netblock.

**M-Labs does a single stream test to a server in a datacenter. Speedtest.net does a multi-stream test, typically to a server in the local ISP Intranet, so it doesn't traverse the "inter" part of the internet. Despite this, M-Lab often will report higher speeds if there is not much competing traffic on the local ISP network. When M-Lab numbers are lower, it likely means there is congestion in one of the interconnections.*

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Lefty Insider versus Charpectrum Communications, Inc.

THIS IS A 2021 TEST

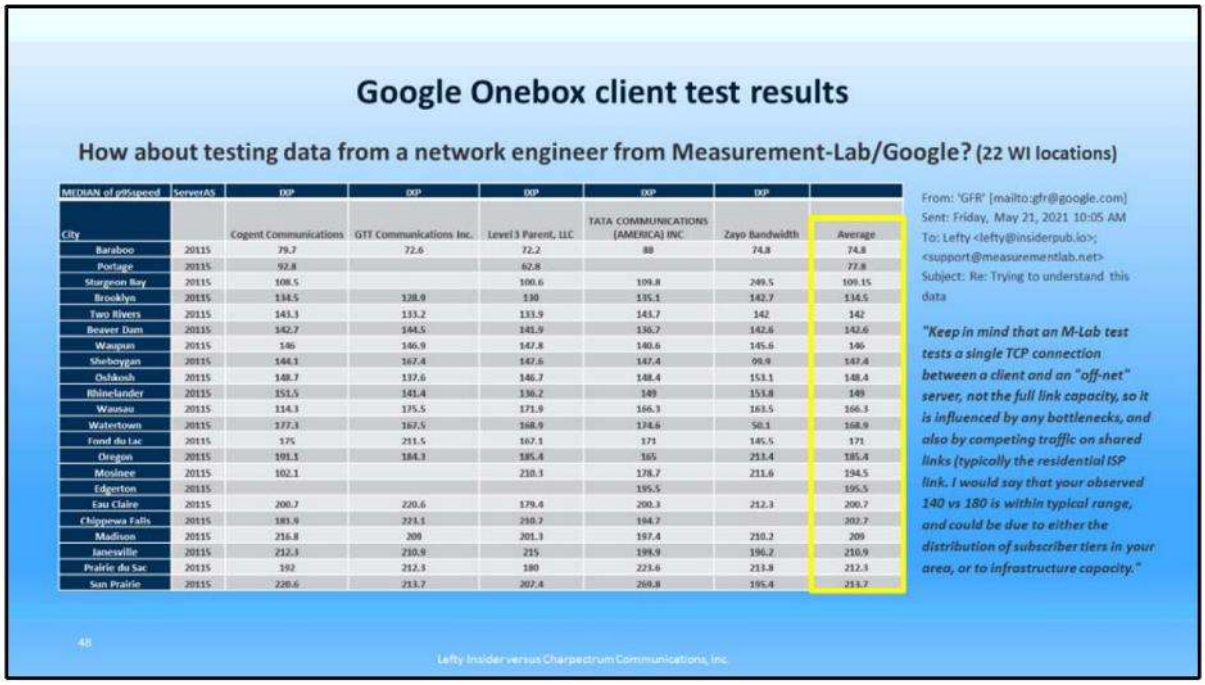
Who is M-Lab's?

M-Lab is a community-based open source project with contributors from civil society organizations, educational institutions, and private sector companies, and is a fiscally sponsored project of Code for Science & Society.
M-Lab is supported by academic institutions, private foundations, private companies, and public interest organizations. M-Lab's partners provide resources to M-Lab in the form of infrastructure, funding, **data storage/analysis, staffing,** and other assistance dedicated to furthering M-Lab's mission.

Founded by members of Google, Princeton Univ., Penn State, Signal, etc.

A Google OneBox client is a feature in Google Search that presents information in a special format.

Show second chart blowup and then visualization



Google Onebox client test results

How about testing data from a network engineer from Measurement-Lab/Google? (22 WI locations)

MEDIAN of p95speed	ServerAS	DIP	DIP	DIP	DIP	DIP	
City		Cogent Communications	GTT Communications Inc.	Level 3 Parent, LLC	TATA COMMUNICATIONS (AMERICA) INC	Zayo Bandwidth	Average
Baraboo	20115	79.7	72.6	72.2	88	74.8	74.8
Portage	20115	92.8		62.8			77.8
Sturgeon Bay	20115	108.5		100.6	109.8	249.5	109.15
Brooklyn	20115	134.5	128.9	130	135.1	142.7	134.5
Two Rivers	20115	143.3	133.2	133.9	143.7	142	142
Beaver Dam	20115	142.7	144.5	141.9	136.7	142.6	142.6
Waupun	20115	146	146.9	147.8	140.6	145.6	146
Sheboygan	20115	144.1	167.4	147.6	147.4	99.9	147.4
Oshkosh	20115	148.7	137.6	146.7	148.4	153.1	148.4
Rhinelander	20115	151.5	141.4	136.2	149	153.8	149
Wausau	20115	114.3	175.5	171.9	166.3	163.5	166.3
Watertown	20115	177.3	167.5	168.9	174.6	50.1	168.9
Fond du Lac	20115	175	211.5	167.1	171	145.5	171
Oregon	20115	191.1	184.3	185.4	165	213.4	185.4
Mosinee	20115	102.1		210.3	178.7	211.6	194.5
Edgerton	20115				195.5		195.5
Eau Claire	20115	200.7	220.6	179.4	200.3	212.3	200.7
Chippewa Falls	20115	181.9	223.1	210.7	194.7		202.7
Madison	20115	216.8	209	201.3	197.4	210.2	209
Janesville	20115	212.3	210.9	215	199.9	196.2	210.9
Prairie du Sac	20115	192	212.3	180	223.6	213.8	212.3
Sun Prairie	20115	220.6	213.7	207.4	269.8	195.4	213.7

From: 'GFR' [mailto:gfr@google.com]
Sent: Friday, May 21, 2021 10:05 AM
To: Lefty <lefty@insiderpub.io>; <support@measurementlab.net>
Subject: Re: Trying to understand this data

"Keep in mind that an M-Lab test tests a single TCP connection between a client and an "off-net" server, not the full link capacity, so it is influenced by any bottlenecks, and also by competing traffic on shared links (typically the residential ISP link. I would say that your observed 140 vs 180 is within typical range, and could be due to either the distribution of subscriber tiers in your area, or to infrastructure capacity."

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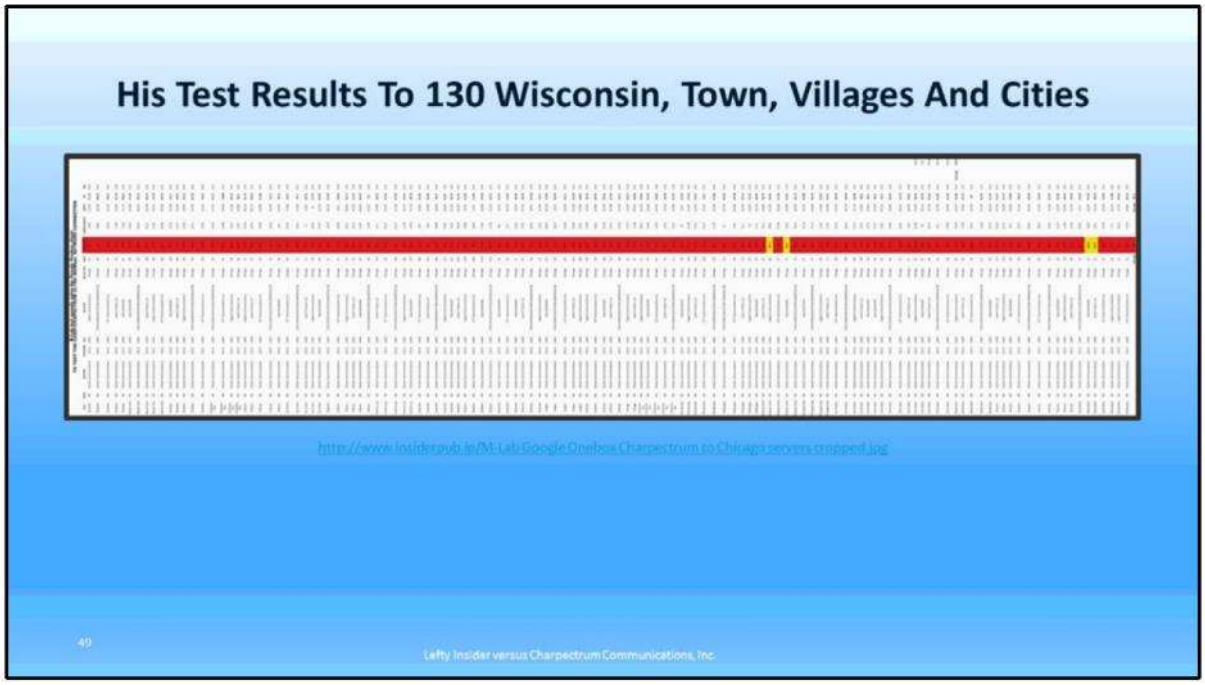
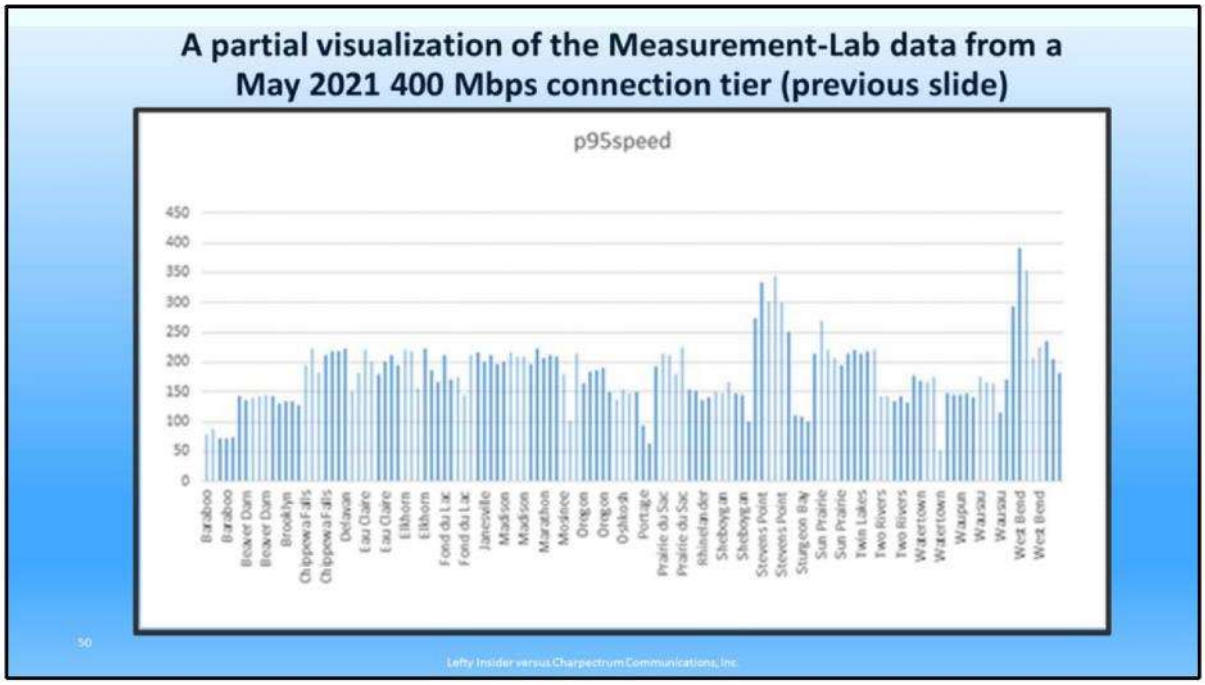
Lefty Insider versus Charpectrum Communications, Inc.

Witness testimony Network engineer
THIS IS A 2021 TEST
A Google OneBox client is a feature in Google Search that presents information in a special format.



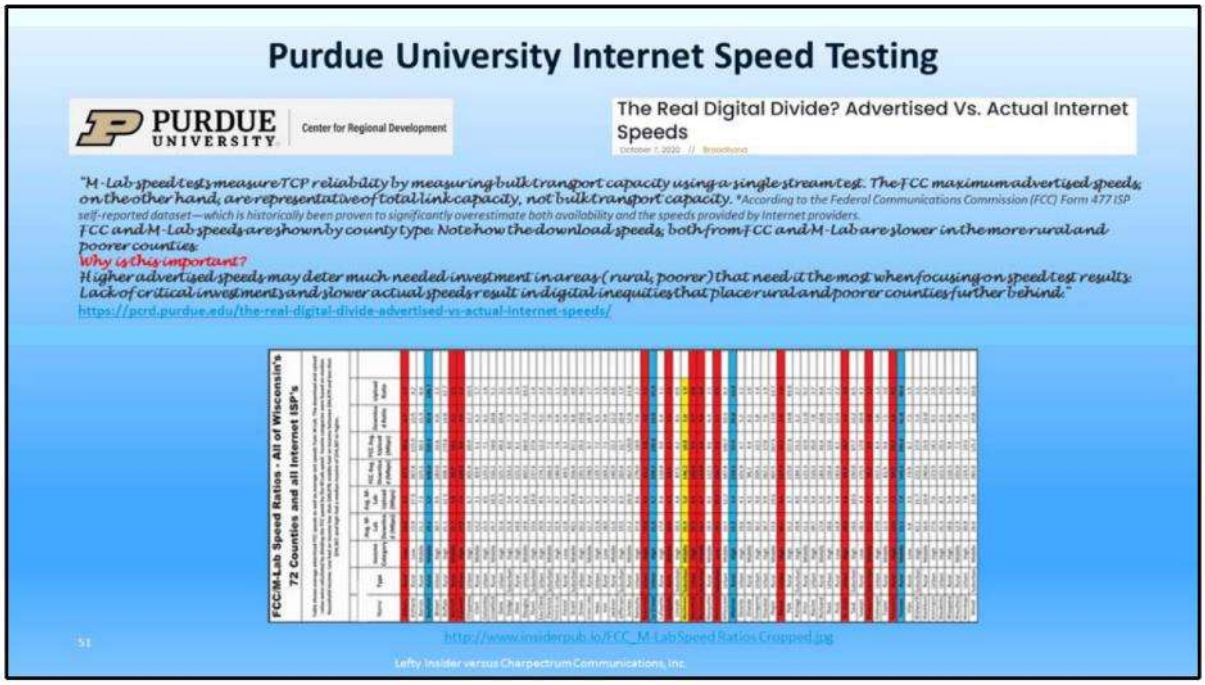
Google Onebox client testing. Show chart

Red is bad, yellow is good



This is 2021 data showing between 200-250 Mbps as an average.

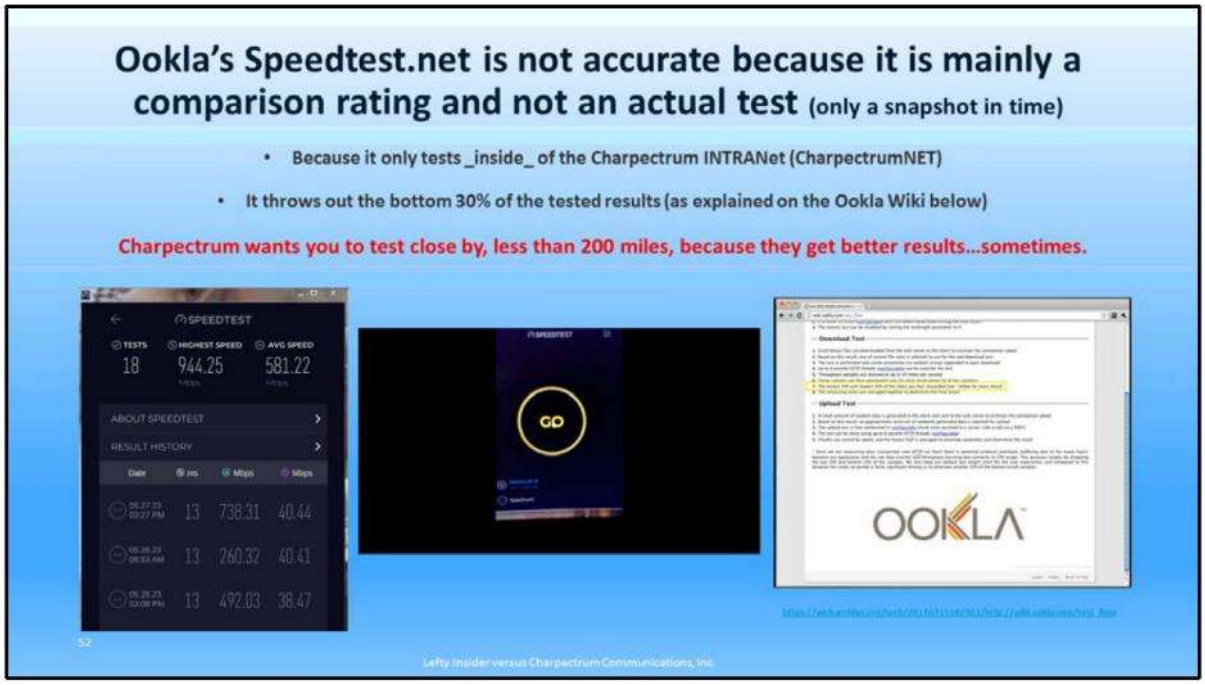
So since I could not find a way to test to the IXP backbone, I asked a Google network engineer to do it for me. Look at the 250 Mbps line on the left.
This is a visualization of a selection of the 130 Wisconsin towns, villages, and cities of the approx. 900 Charpectrum claims to serve.



MLabs is linear testing, FCC is multisource testing.
Notice Bayfield
Show chart 2021 data

Everything shown is below advertised!

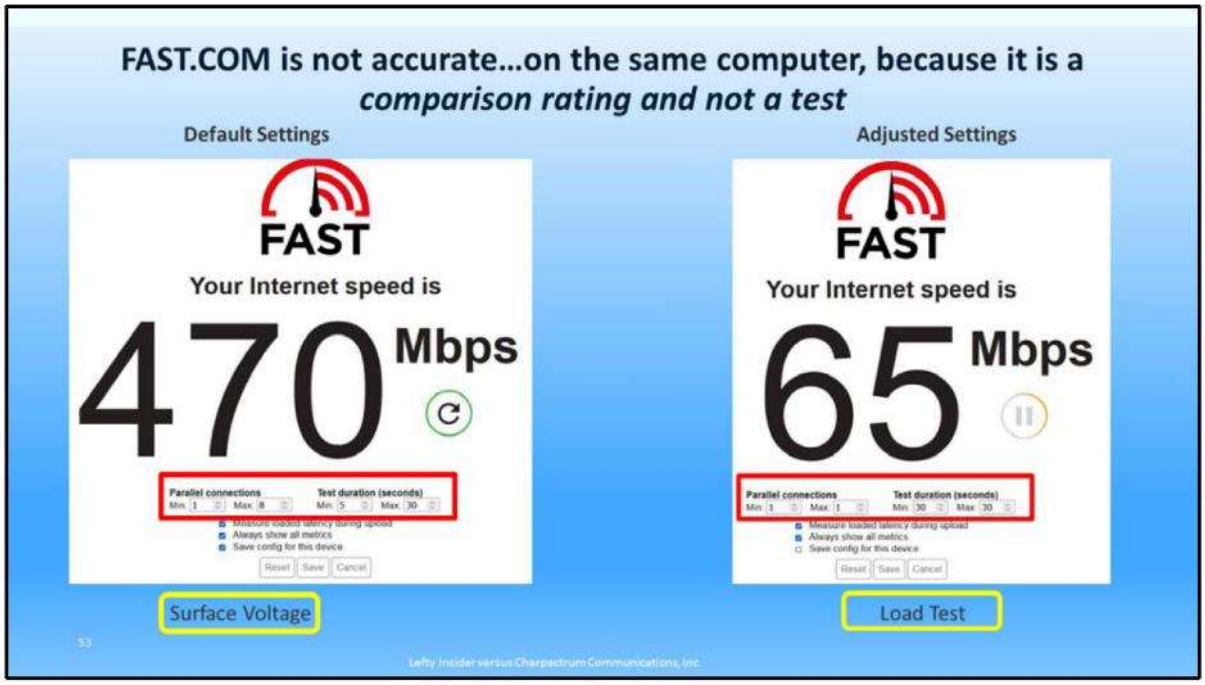
Blue is high income and high bandwidth
Red is low income and low bandwidth
Manitowoc is yellow



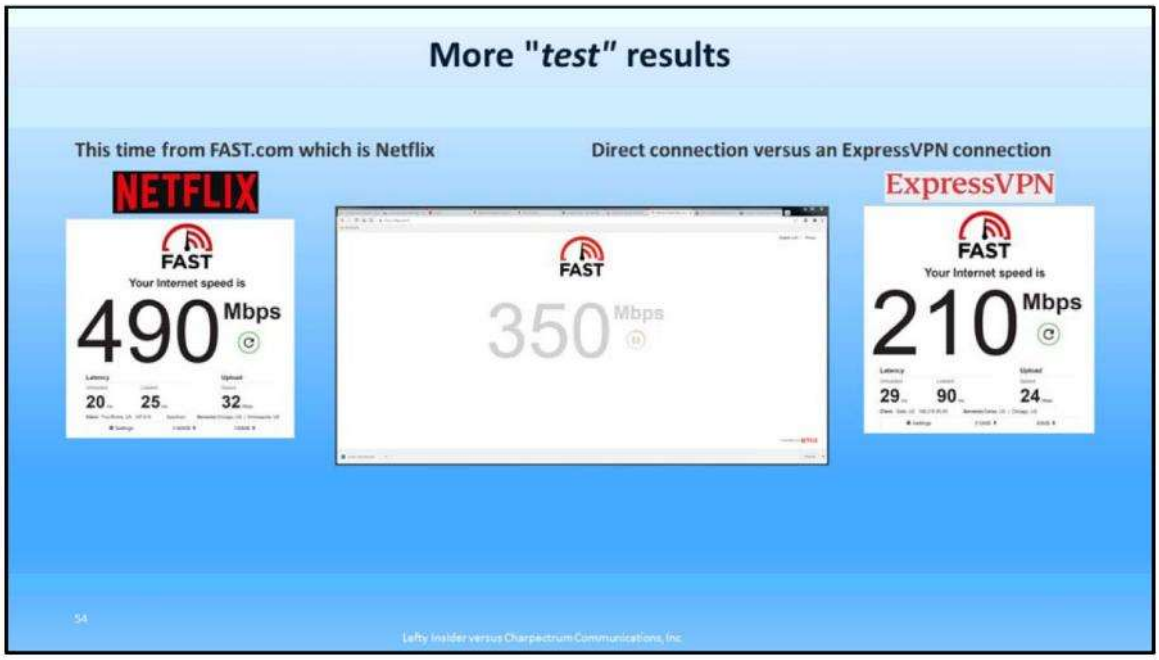
On the left you can see the inconsistencies. Can achieve the speed, machine and router are capable, but not consistent even on flawed rating test.
Center is an example of how you run the test.

Right is evidence of how this test is more of a Marketing tool than a technical tool.

These are also multi-thread tests which can hide network congestion.



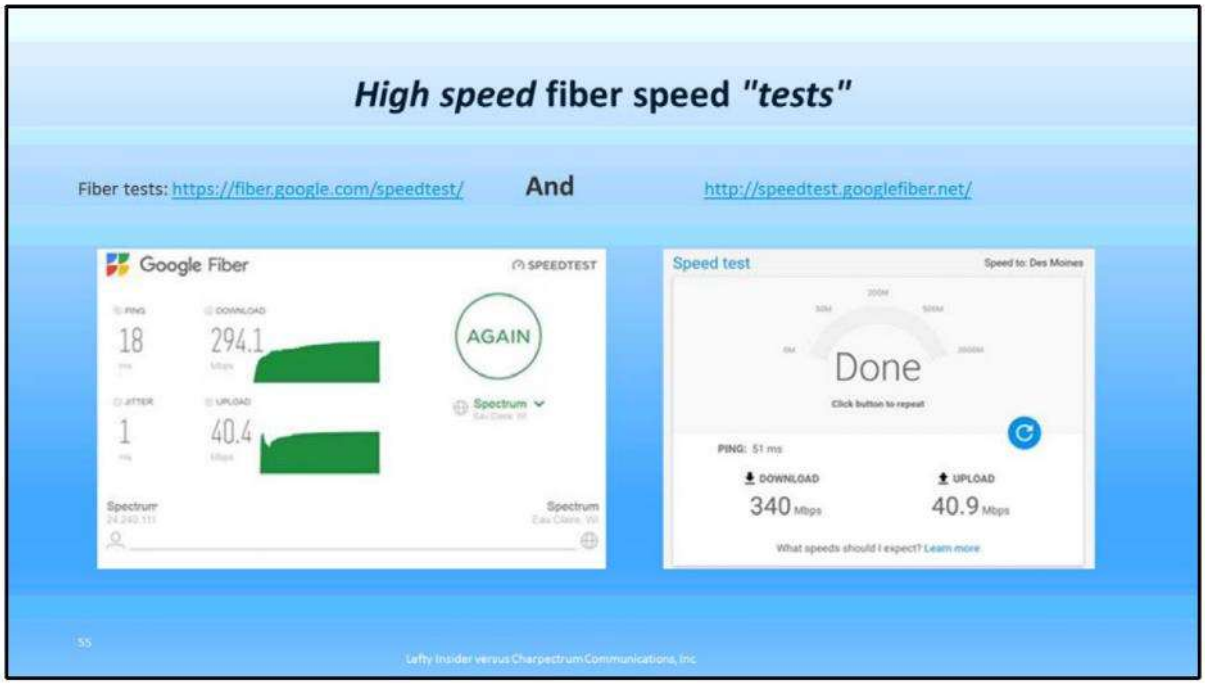
Say you have a problem starting your car. It won't turn over.
A voltmeter on a battery terminals will read surface voltage.
A mechanic will use a load tester to simulate a starter.



Default setting is 8 simultaneous connections for 5 seconds.
Change settings to one connection, linear, and 30 sec test and the speed drops by more than half. Netflix is essentially cheating the test for marketing purposes.

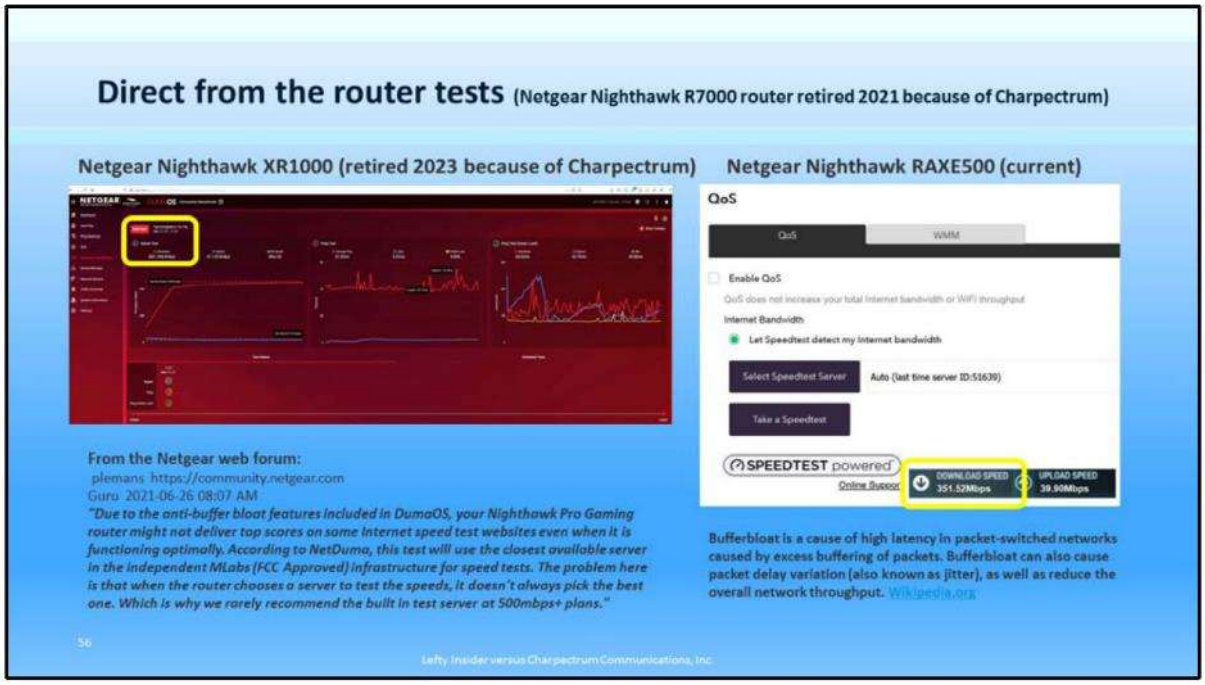
A speed test to a Netflix server in Chicago on the left and a speed test using an ExpressVPN server in Chicago to the same Chicago server on the right.
This appears to show network congestion problems being present in Chicago.

The center show how you run this test.



Testing using fiber optic connections are not any better.

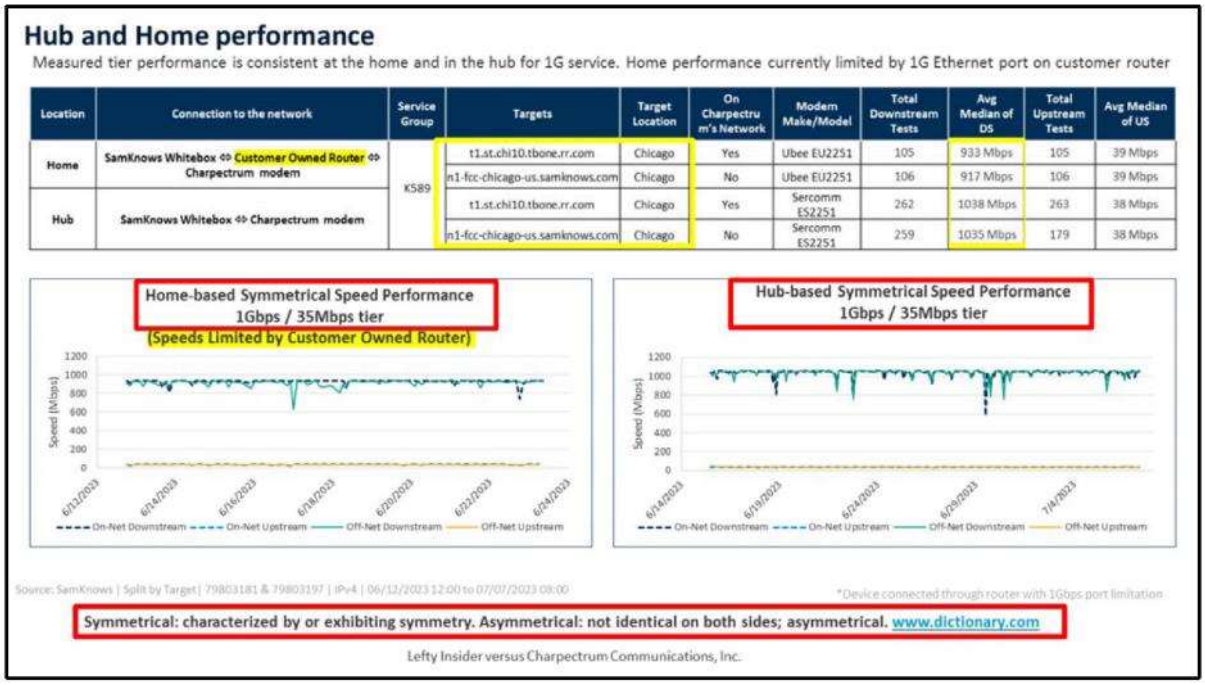
Fiber optic connections can typically deliver 1 Gbps to 5 Gbps but can be up to 20 Gbps.



Not known to be accurate.
Built in router tests, no computers involved. No web browser as web pages often interact multiple times round-trip with servers. POST/GET, POST/GET, etc.

Using inaccurate speedtest one off and depends on time of day.

So the Charpectrum VP sent me this PowerPoint file in an email.



Hub and Home performance

Measured tier performance is consistent at the home and in the hub for 1G service. Home performance currently limited by 1G Ethernet port on customer router

Location	Connection to the network	Service Group	Targets	Target Location	On Charpectrum's Network	Modem Make/Model	Total Downstream Tests	Avg Median of DS	Total Upstream Tests	Avg Median of US
Home	SamKnows Whitebox ⇔ Customer Owned Router ⇔ Charpectrum modem	K589	t1.st.chi10.tbone.rr.com	Chicago	Yes	Ubee EU2251	105	933 Mbps	105	39 Mbps
			n1-fcc-chicago-us.samknows.com	Chicago	No	Ubee EU2251	106	917 Mbps	106	39 Mbps
Hub	SamKnows Whitebox ⇔ Charpectrum modem		t1.st.chi10.tbone.rr.com	Chicago	Yes	Sercomm ES2251	262	1038 Mbps	263	38 Mbps
			n1-fcc-chicago-us.samknows.com	Chicago	No	Sercomm ES2251	259	1035 Mbps	179	38 Mbps

Source: SamKnows | Split by Target | 79803181 & 79803197 | IPv4 | 06/12/2023 12:00 to 07/07/2023 08:00

*Device connected through router with 1Gbps port limitation

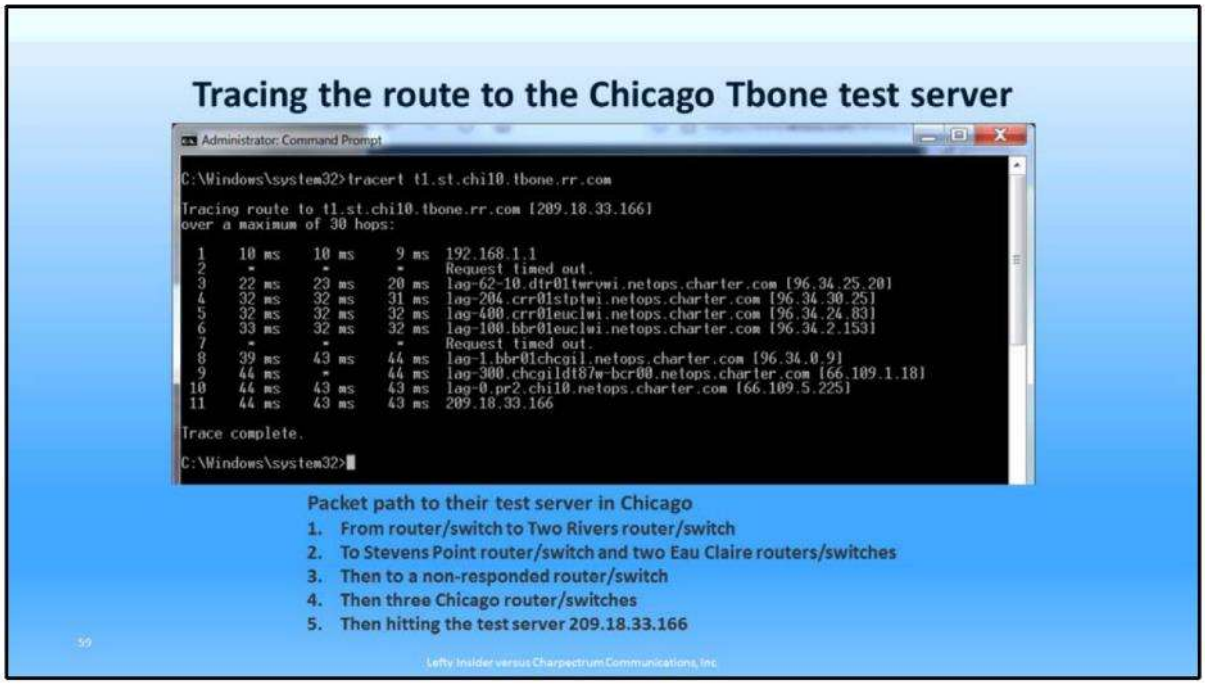
Symmetrical: characterized by or exhibiting symmetry. Asymmetrical: not identical on both sides; asymmetrical. www.dictionary.com

Lefty Insider versus Charpectrum Communications, Inc.

Connection speed tests to these two Chicago severs are irrelevant to my connection speeds to other web sites.

The CMTS or router at the TR hub performs packet format conversion and IP address assignment (see DHCP). It can do routing, bridging, filtering and traffic shaping.

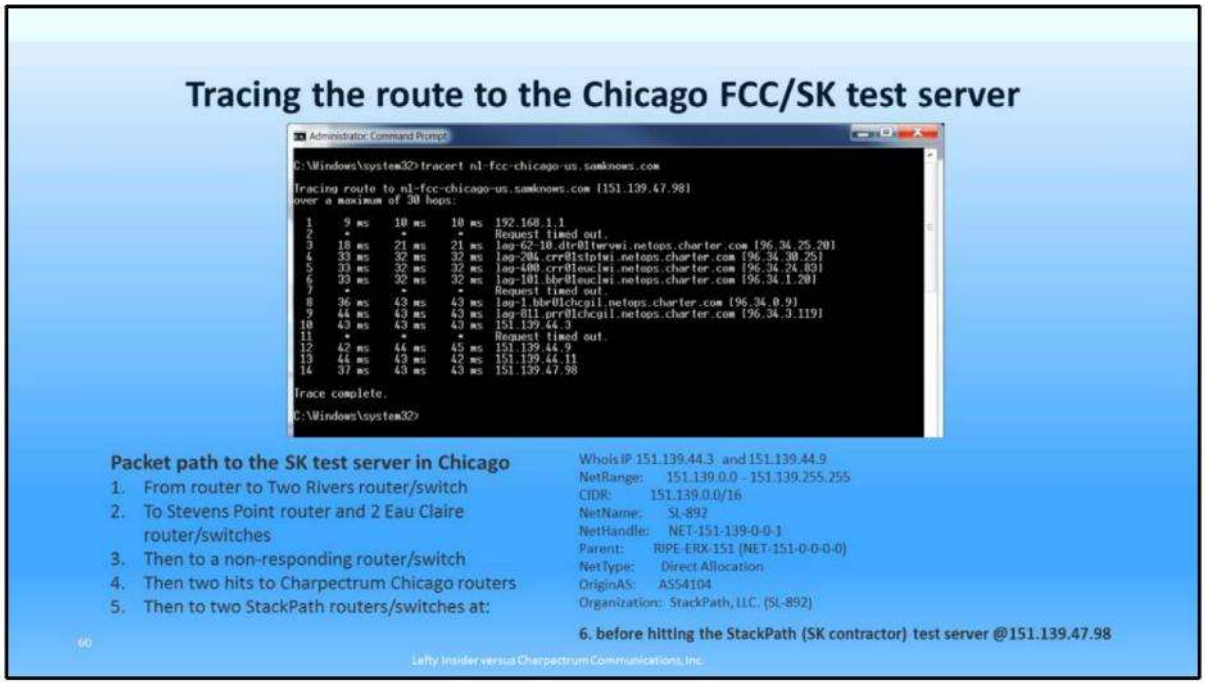
Were the Two Rivers router tables modified to achieve this result?



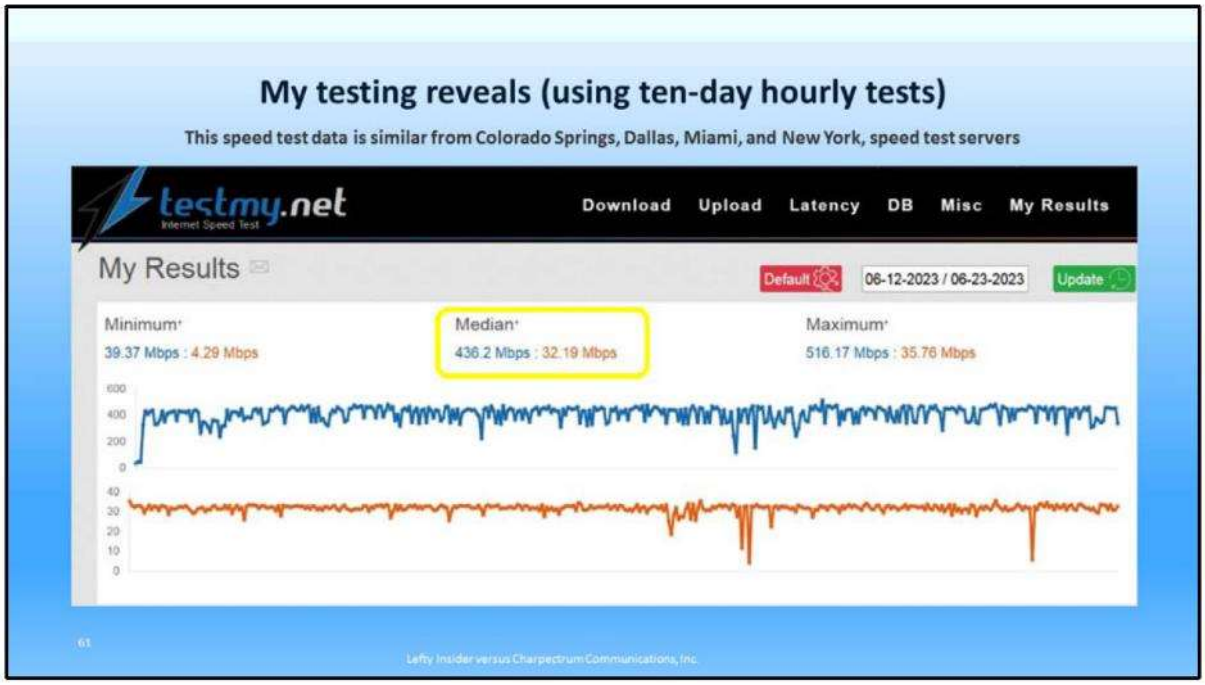
A traceroute command sends a ping (packets) to the destination and traces the route to it. Not unlike what a cellphone does to a cell tower.

An IP address is like a home address and is the name of the device
This is a pretty fast and direct route, 11 hops to be exact.

These routes are established by Charpectrum creating routing tables, or algorithms in Charpectrum's routers.
These routers at the TR hub can be crafted to shape Internet traffic.

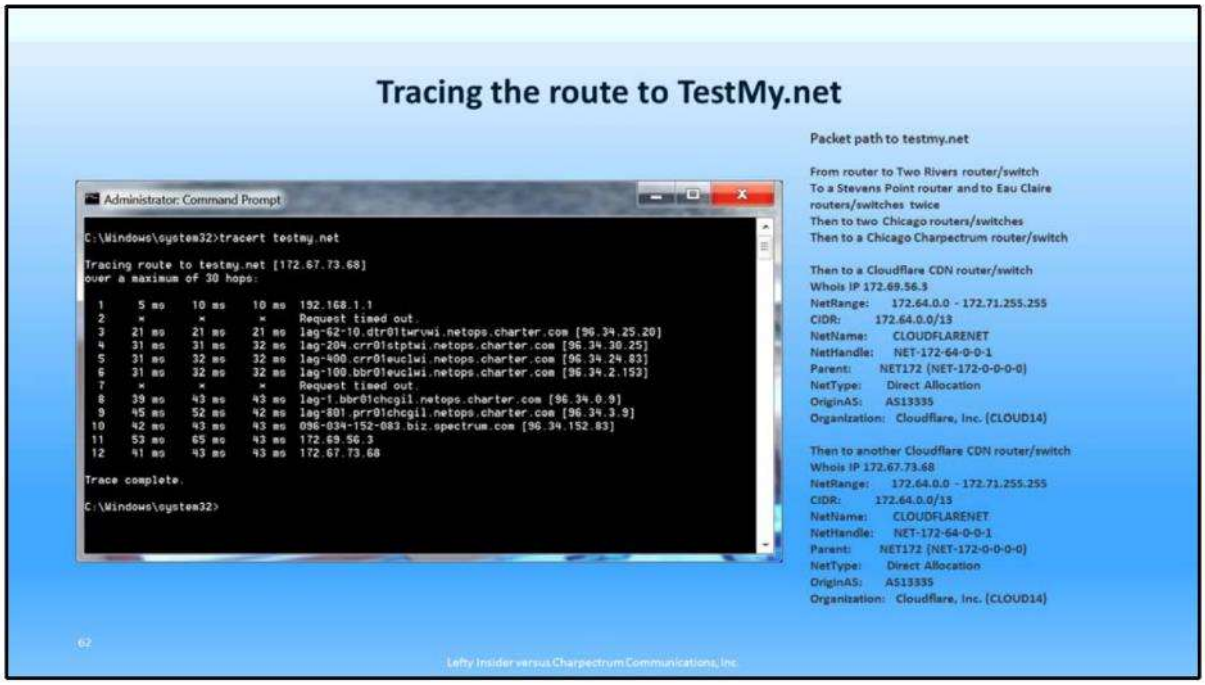


Again, an IP address is like a home address and is the name of the device
This is still a pretty fast and direct route, even adding in a vendor's routers and server to the path. 14 hops versus the previous 11 hops.
Note how normally my routes to anywhere go through Minneapolis, but not on these tests to the Chicago test servers.
According to PCMag, a CMTS (A cable modem termination system also called a CMTS Edge Router) like the TR hub router performs packet format conversion and IP address assignment (like DHCP). It may also provide routing, bridging, filtering and traffic shaping.



Ten day test, one test per hour.

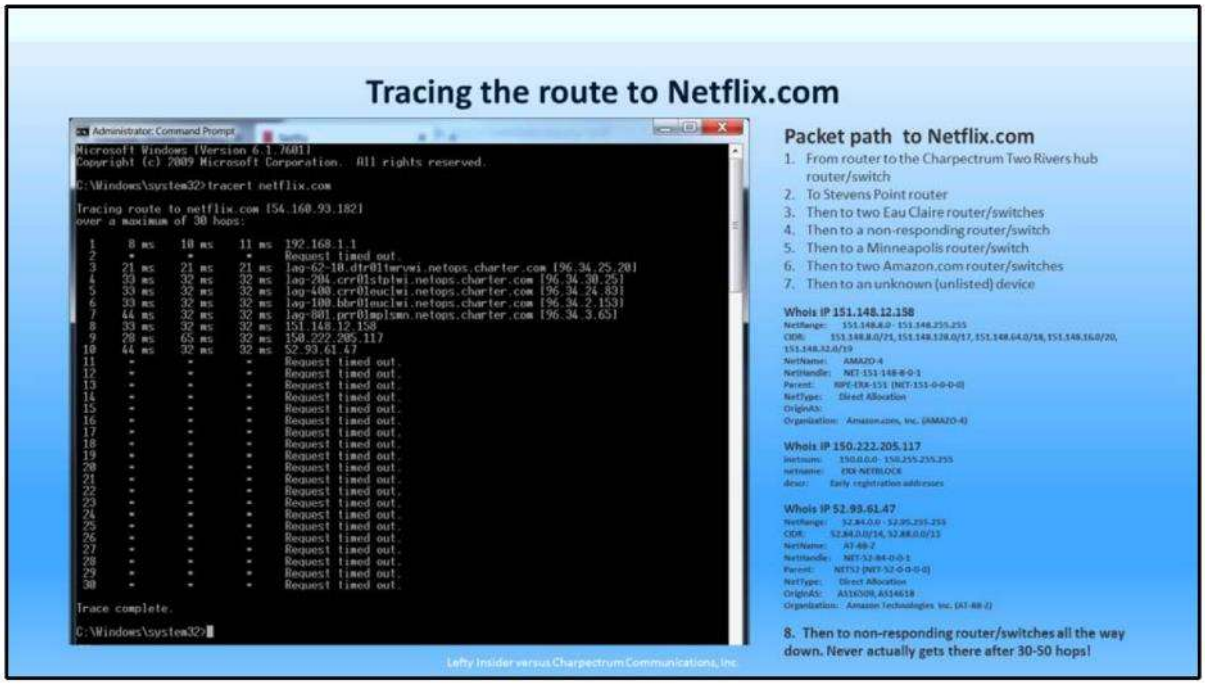
I get about half of what I am paying for.



Remember previously when we saw the route to the two Chicago test servers being fairly quick, short hops?
Here, we have 12 hops to get speed test results.
Developments in infrastructure cause traffic to travel fewer hops, thus decreasing the potential sources of extra latency.
30 hops is the standard default test maximum.

You don't do you banking, or shopping, or movie watching, at a speed test server in Chicago or Eau Claire!

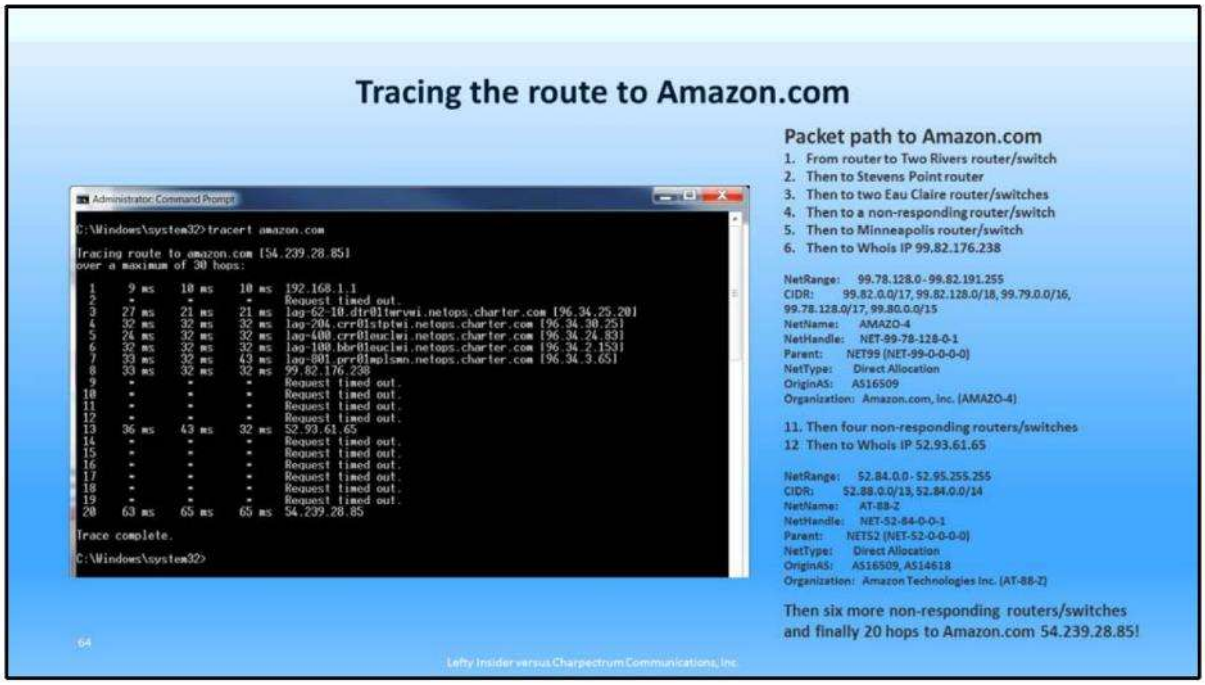
Charpectrum may say that they don't control the Internet, but they are advertising and selling Internet and I _am_ paying them for Internet service.



Remember previously when we saw the route to the two Chicago test servers being fairly quick?
Here, we never actually get to Netflix.com server 54.160.93.182
30 hops is the standard default test.

You don't do you banking, or shopping, or movie watching, at a speed test server in Chicago or Eau Claire!

Charpectrum may say that they don't control the Internet, but they are advertising and selling Internet and I _am_ paying them for Internet service.

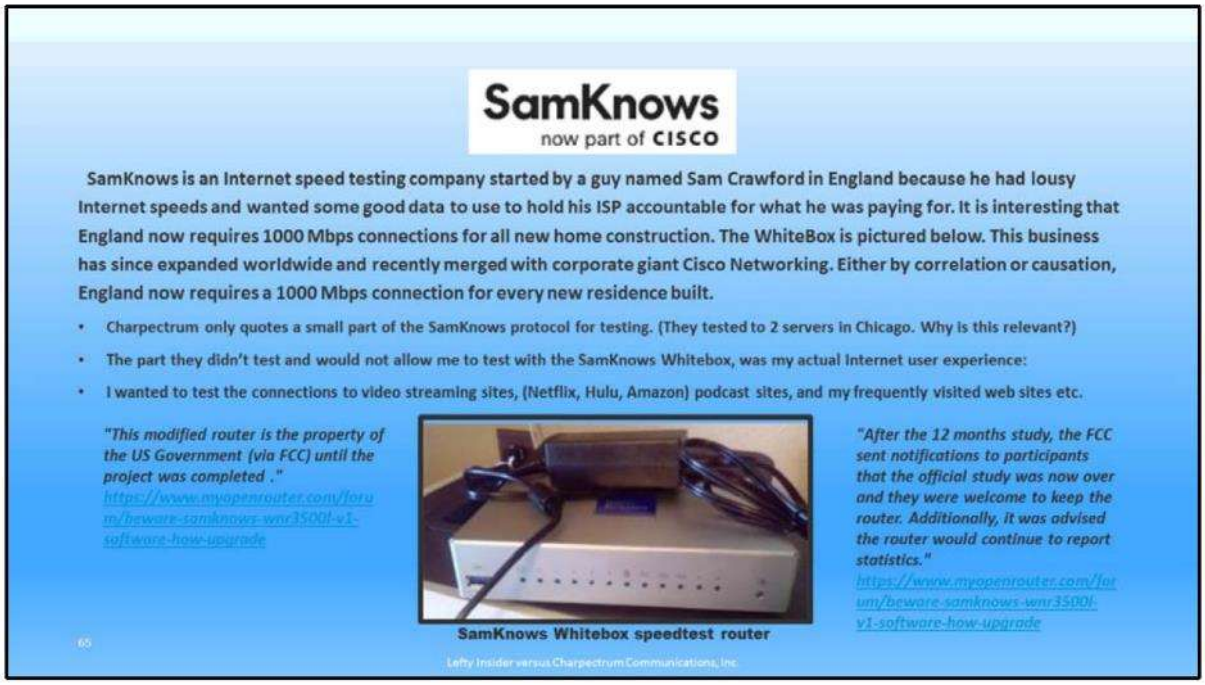


Remember previously when we saw the route to the two Chicago test servers being fairly quick?
This is a long slow path to Amazon.com, 20 hops to be exact. Developments in infrastructure cause traffic to travel fewer hops, thus decreasing the potential sources of extra latency.

No wonder Charpectrum did not allow me to test to it with the SK WhiteBox!

Again, you don't do you banking, or shopping, or movie watching, at a speed test server in Chicago or Eau Claire!

Charpectrum may say that they don't control the Internet, but they are advertising and selling Internet and I _am_ paying them for Internet service.



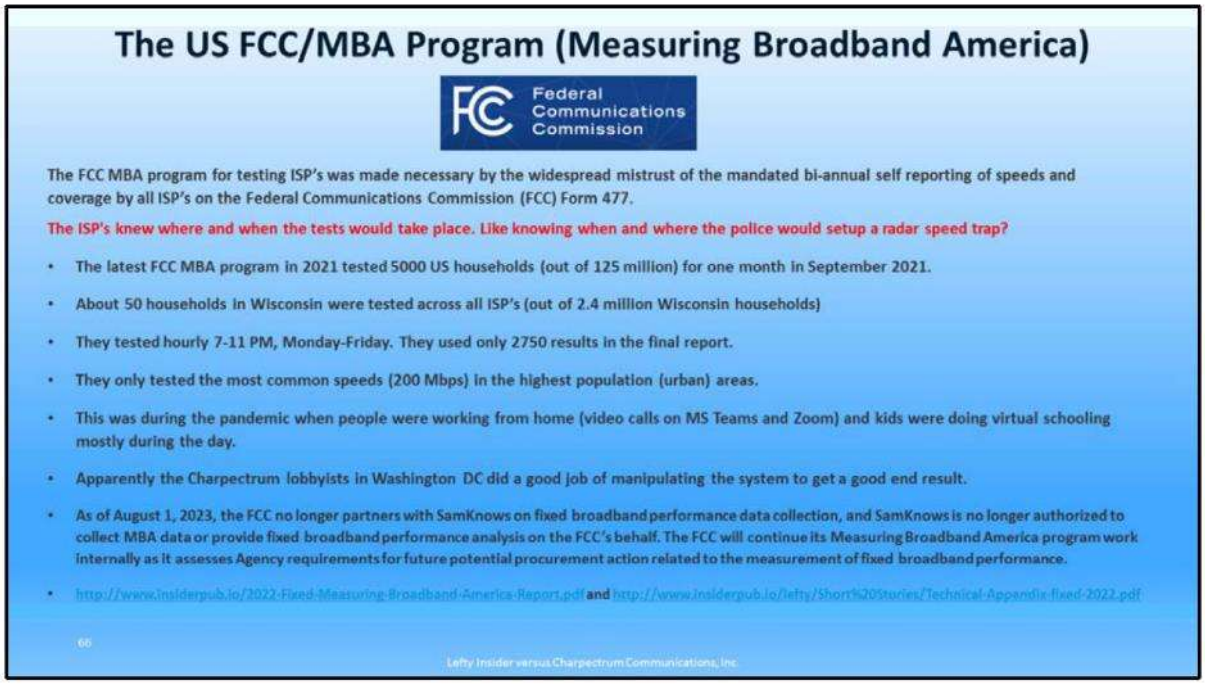
A WhiteBox is a modified Internet router that sits along side your router and modem to monitor the connection speed to the ISP.

The FCC MBA program for testing, made necessary by the wide mistrust of the mandated twice per year self reporting of speeds and coverage on the Federal Communications Commission (FCC) Form 477.

This was during the pandemic when people were working from home (video calls on MS Teams and Zoom) and kids were doing virtual schooling during the day.

Needless to say that the Charpectrum lobbyists in DC did a good job of manipulating the system to get good results.

Charpectrum sent me a WhiteBox but would not allow me to use it for testing. They controlled the testing which was completely inadequate to my use.



Companies wield tremendous influence over the study and often employ tactics to boost their scores, according to interviews with more than two dozen industry executives, engineers and government officials. As a result, the FCC's report likely gives consumers an unreliable measure of internet providers' performances by overstating speeds.
Shalini Ramachandran, Lillian Rizzo and Drew FitzGerald
The Wall Street Journal

According to the report, the FCC lets ISPs know which customers are going to be a part of the speed tests, so they can provide faster speeds to those households to juice their numbers. They also rely on the companies to tell them what speed plan a user is signed up for. **As former FCC chairman Tom Wheeler put it, "How can you go to the party who controls the information and say, 'please give me information that may implicate you?'"**

SamKnows tests Gaming, Streaming, Web browsing, social media, and video conferencing for Quality of Service or QoS.

Charpectrum can run these tests from their TR hub, they don't need to do it from my house - but they won't.

Things start to get a little more complicated when we talk about 1Gbps speeds. This is because many routers will have a WAN interface with a physical 1Gbps limit, meaning you cannot overprovision the entire service to 1.15Gbps. Unless you have a 2.5 Mbps modem/switch/router as I do.
I would consider putting this firmware in my router, but only if I could have log in credentials to the data, and the ability to run my own tests for verification purposes.
I might be a dollar per unit and that would be many millions of dollars. But a Class Action lawsuit giving every Wisconsin customer $100 would cost about $150 million dollars.

No RIPE soup for me either! (after waiting to hear since June 2023)

RIPE NCC is building the largest Internet measurement network ever made. (customized measurements of your choice (ping, traceroute, SSL/TLS, DNS, HTTP) RIPE Atlas employs a global network of probes that measure Internet connectivity and reachability, providing an unprecedented understanding of the state of the Internet in real time. https://atlas.ripe.net/

-----Original Message-----
From: RIPE Atlas [mailto:support@ripe.net]
Sent: Tuesday, January 16, 2024 4:38 AM
To: Lefty Insider <lefty@insiderpub.io>
Subject: Application 31921 for RIPE Atlas probe was **declined**

Dear Lefty Insider,
Thank you for applying to host a RIPE Atlas probe in your network.
Unfortunately, your application has not met our criteria for receiving a hardware probe. While our aim is to distribute RIPE Atlas probes as widely as possible, **it appears that there are already enough devices connected either within the ASN you specified**, the network you applied from, or the country you applied from. Also, we have a limited amount of hardware probes to give away and are currently out of stock. As an alternative, you may be interested in hosting one of our software probes.
Software probes are RIPE Atlas probes you install as software on your existing infrastructure (virtual machines, home router, etc.). Once installed, they perform just like regular RIPE Atlas probes. More information, with detailed installation instructions, is available on our website at: https://atlas.ripe.net/docs/software-probe/
Do you know that you don't need to host a probe to be able to use the RIPE Atlas platform and its functionalities? You only need credits, and we've just sent you one million credits so that you can get going and play with the platform.
Kind regards,
RIPE Atlas Team

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Lefty Insider versus Charpectrum Communications, Inc.

I tried to get a RIPE probe but no luck here either.

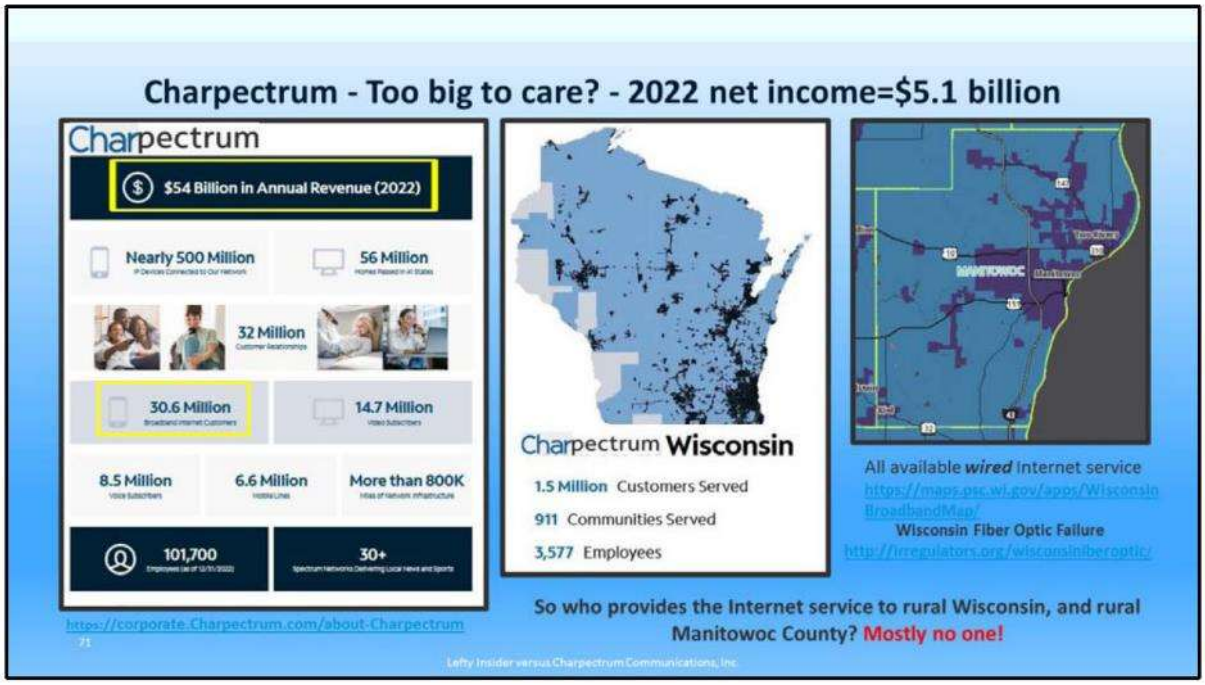
An inaccurate Speedtest server in Eau Claire is not the Internet (CharpectrumNET)
(A testing meter is not a computer, nor is a technicians personal phone)

- *In response to my request for internal communications, Charpectrum sent some redacted emails and this photo to me.*

Charpectrum has done no real speed testing in the Plaintiffs residence since their proffered March 2023 free upgrade to the 500 Mbps speed tier or after the Plaintiffs subsequent July 2023 paid upgrade to the supposed 1000 Mbps service tier.

This is the only test data they have shared, from the street pedestal in March of 2023. Where is the rest of their internal speed test data? Don't TELL me – SHOW me!

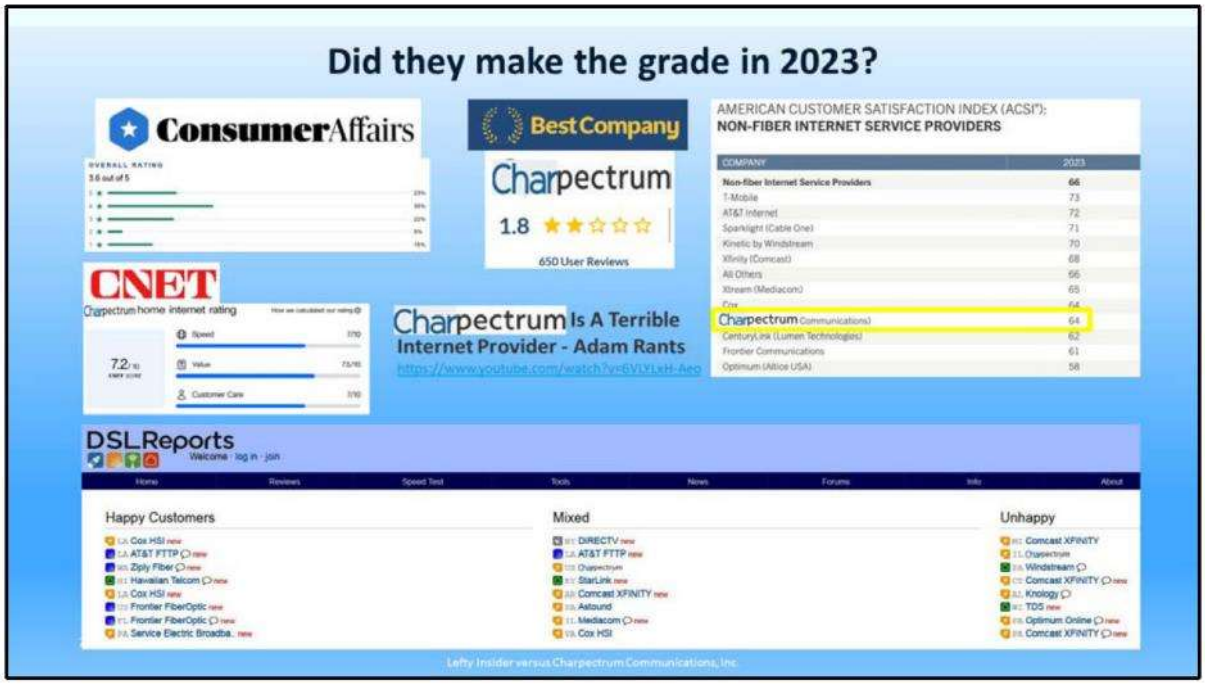
Result from the Charpectrum cable pedestal at my street edge. The testing meter and a zoomed view.
Why not test to the Internet backbone?
Eau Claire is CharpectrumNET not Internet (Intranet)
In this case, Minneapolis would be the apparent IXP (or Internet Backbone)
Thirteen visits, 8 technicians, over two plus years and they can only provide this ONE blurry test result? This test was taken early in the morning during a snow storm before the plows were out.
Why do they continue to refuse to release their other test results?



They can't afford to run fiber optic cable because they are still busy "milking" the old copper cables?

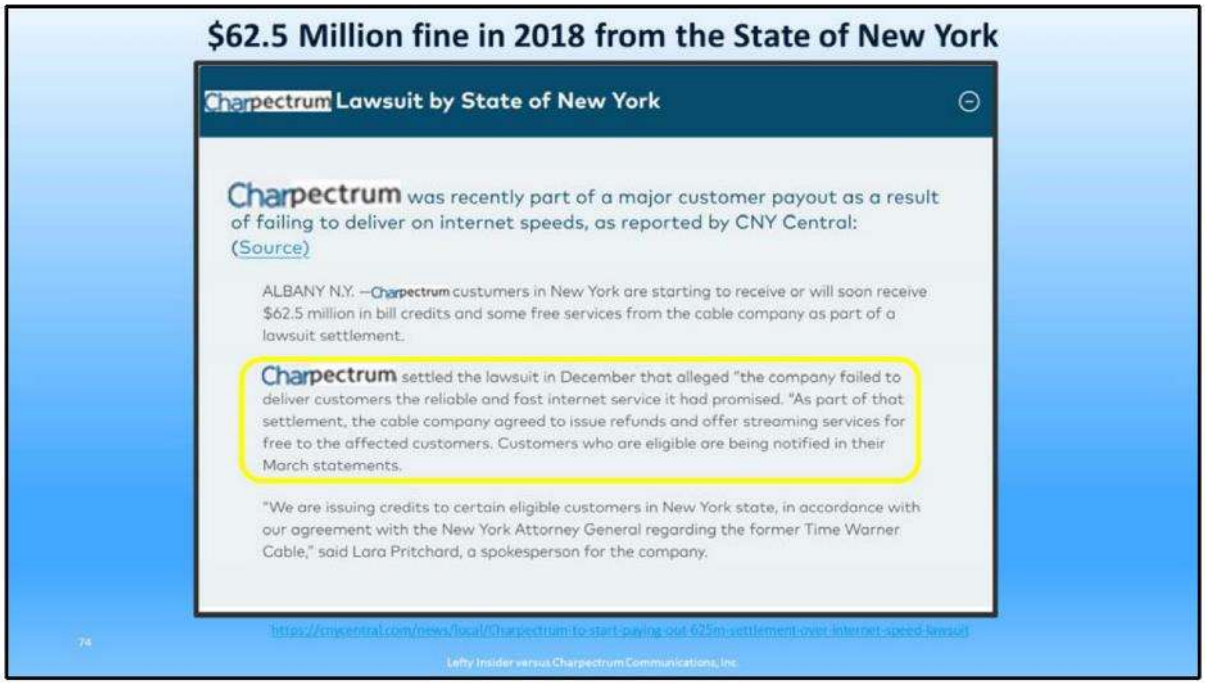
Poor customer service added to non-competitive pricing added to less than advertised speeds.

JD Powers 70% is a D grade.

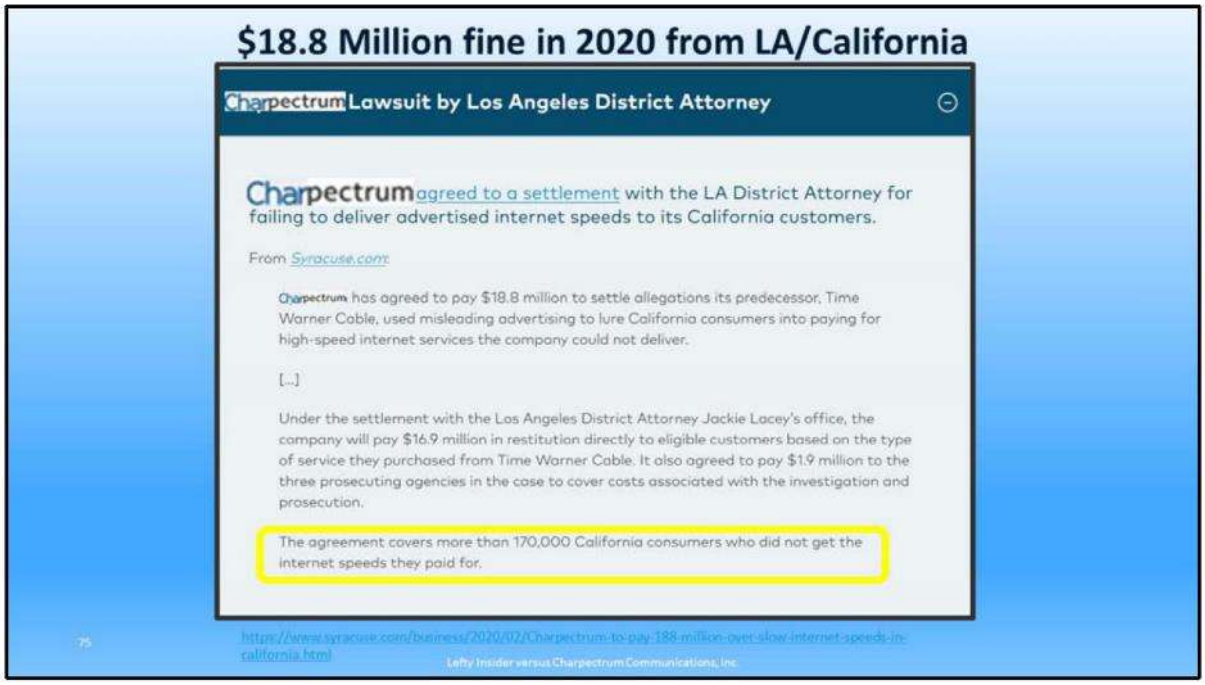


Poor customer service added to non-competitive pricing added to less than advertised speeds.

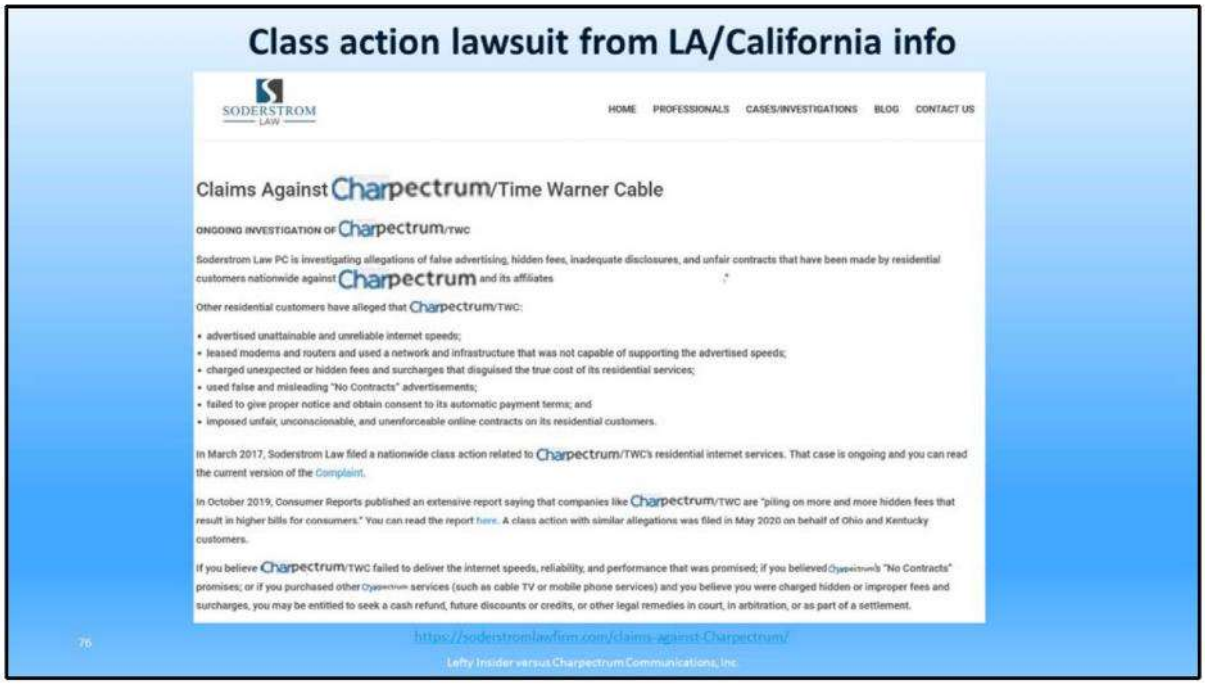
- **Pricing is non competitive**
- **NO cable Internet providers had contracts or caps. That is for cellphones.**
- **If you bought something on Amazon that didn't perform as advertised would you give it a 4 star rating?**



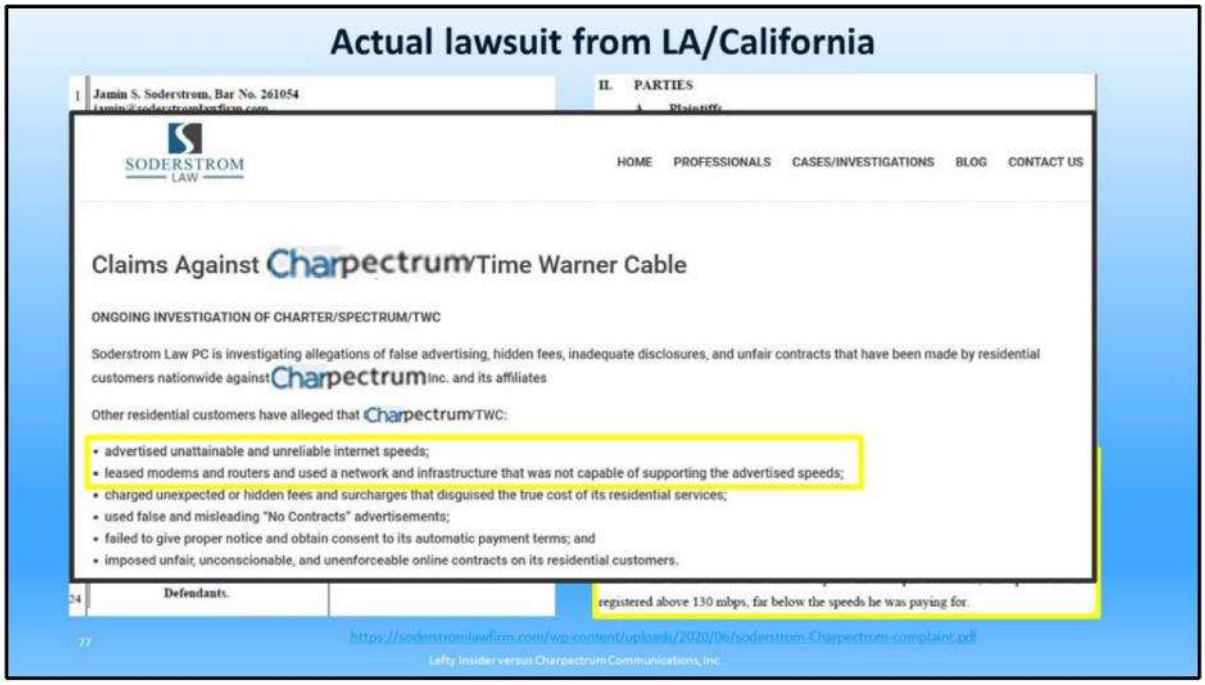
Not providing the advertised service. This is relevant and admissible evidence due to a pattern and practice.



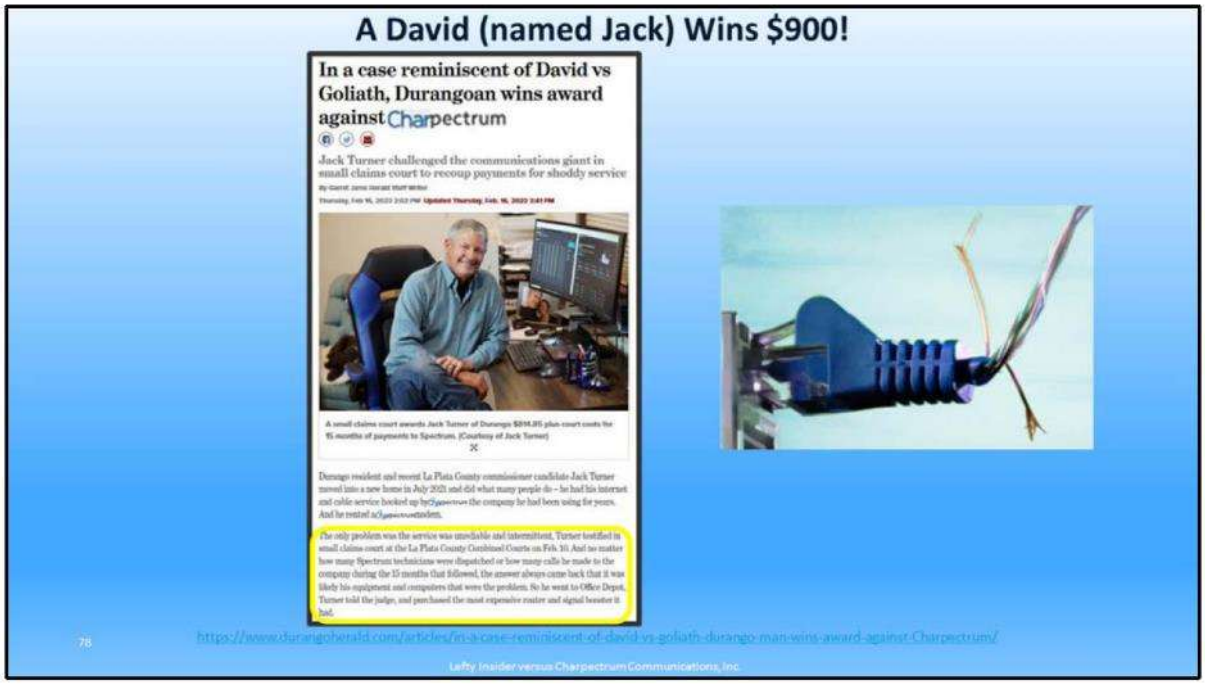
And again, not providing the advertised service. This is relevant and admissible evidence due to a pattern and practice.



And again, not providing the advertised service. This is relevant and admissible evidence due to a pattern and practice.



And again, not providing the advertised service and renting routers that won't attain speed. This is relevant and admissible evidence due to a pattern and practice.



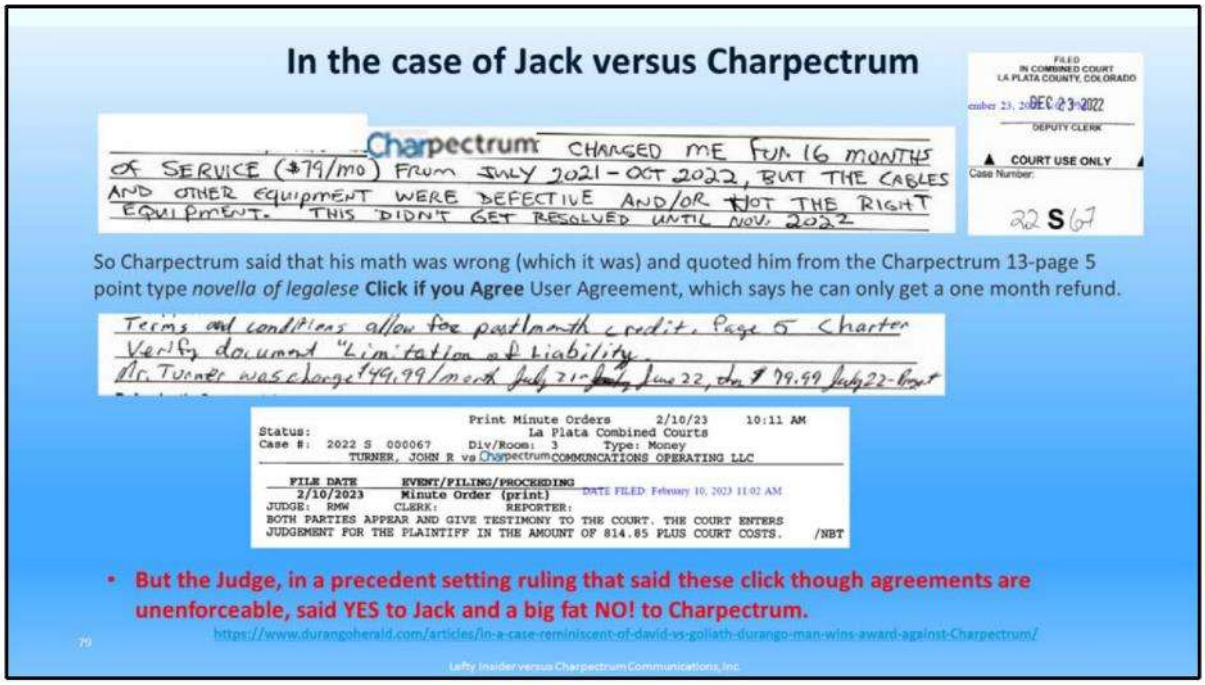
Remember my thirteen technician visits, dozens of phone calls, hundreds of emails, and no real results from an earlier slide?

Jack Turner was not a technical guy. He only sued for 15 months of bad service.

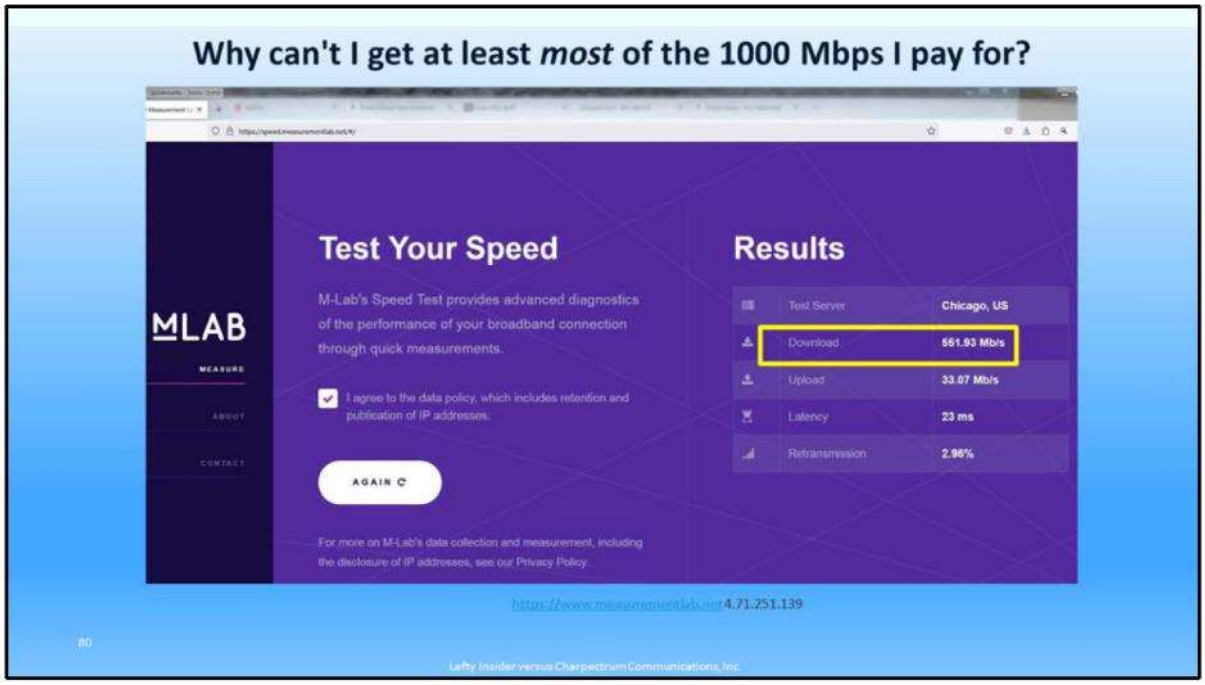
He was not a retired IT Professional like me with time on his hands, nor was he a stubborn German descendent who wants and needs to fix things.

So they kept telling me that I was the problem, and so I incurred the costs of trying to fix it.

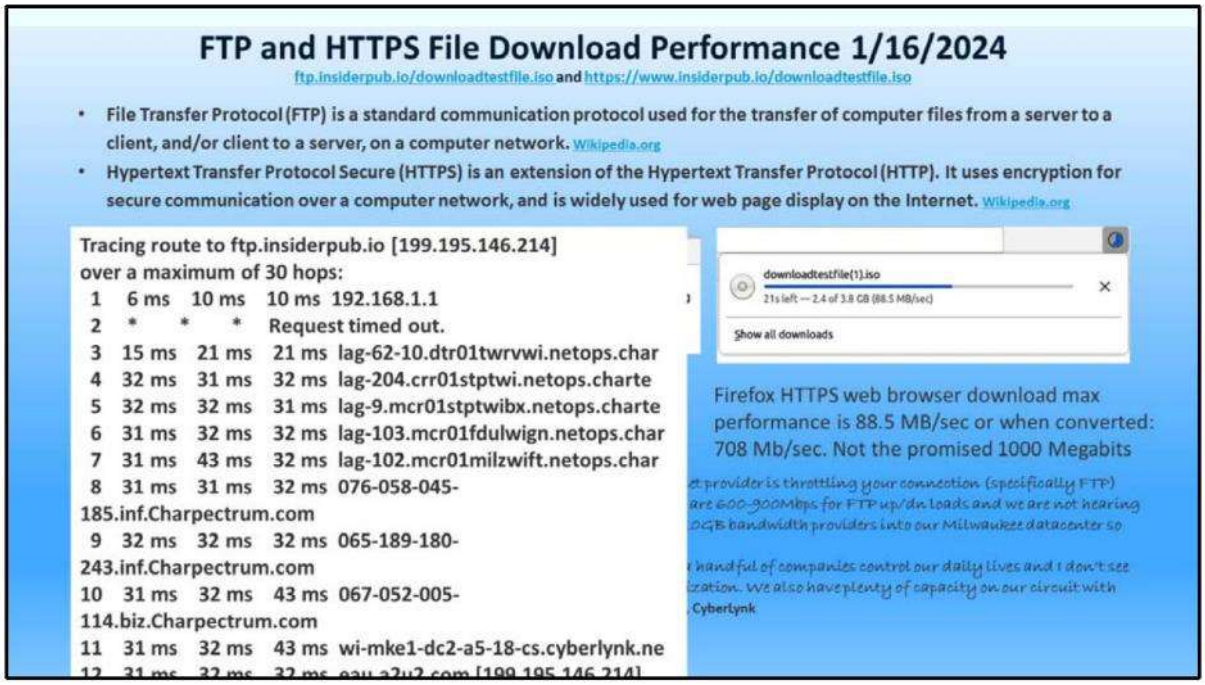
And in the end, they lied, and he and I proved it!



Here are Jack's words of his complaint. This is relevant and admissible evidence due to a pattern and practice.
And Charpectrum's response.
Case law precedence Turner versus Charpectrum Communications in LA Plata County Colorado Case 22S67


Why can't I get at least *most* of the 1000 Mbps I pay for?
MLAB
MEASURE
ABOUT
CONTACT
Test Your Speed
M-Lab's Speed Test provides advanced diagnostics of the performance of your broadband connection through quick measurements.
I agree to the data policy, which includes retention and publication of IP addresses.
AGAIN C
For more on M-Lab's data collection and measurement, including the disclosure of IP addresses, see our Privacy Policy.
Results
Test Server
Chicago, US
Download
561.93 Mb/s
Upload
33.07 Mb/s
Latency
23 ms
Retransmission
2.96%
4.71.251.139
80
Lefty Insider versus Charpectrum Communications, Inc.

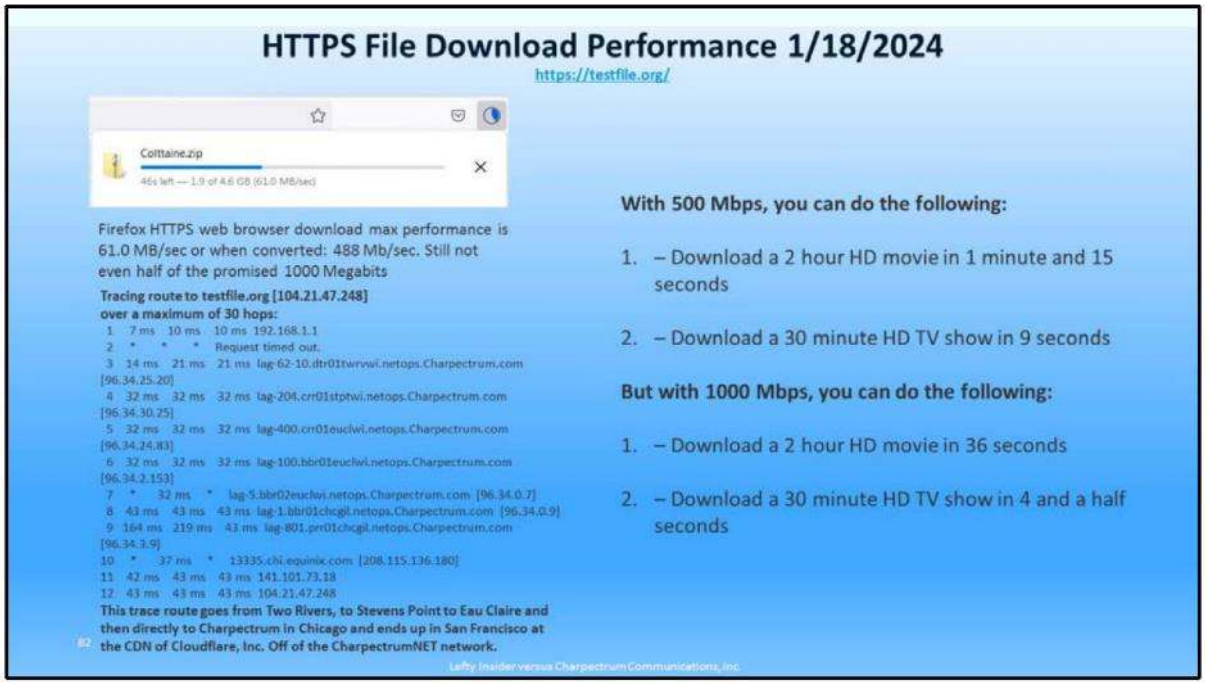
But not me.



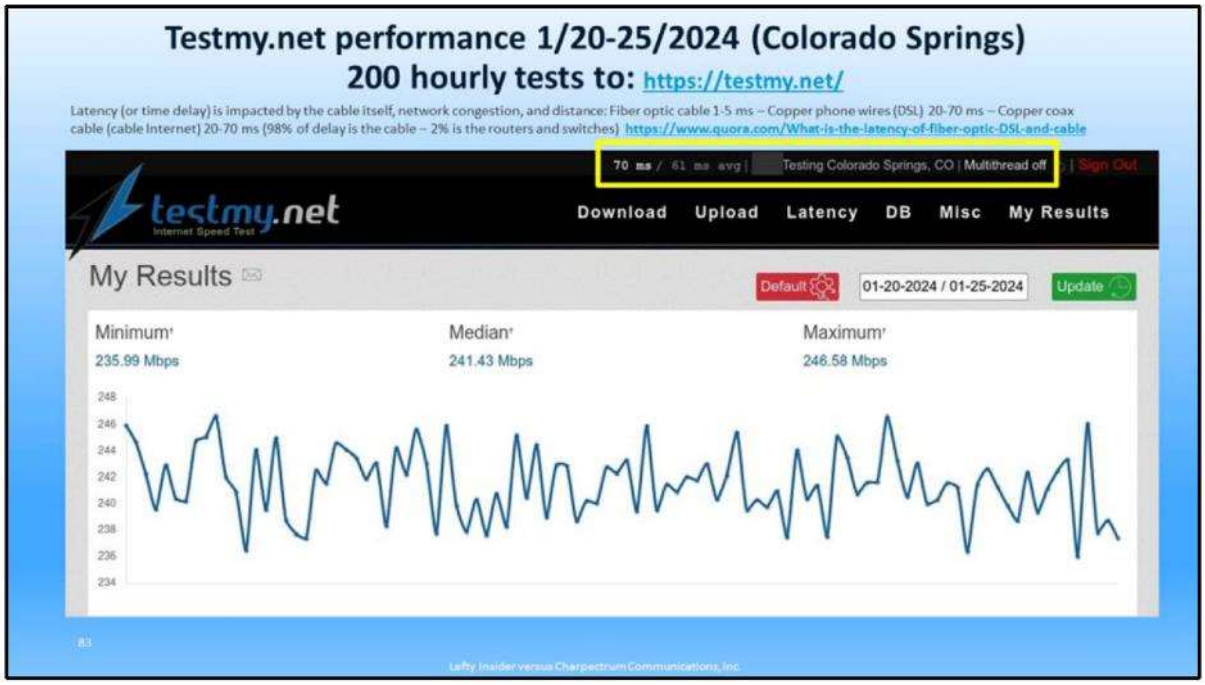
I have been talking about speed tests and router tests. A true test of upload and download speed, is actually moving a file across the network.

So here we see a file being downloaded from a network server using two different protocols or methods.

This trace route makes the "milk run" from Two Rivers, to Stevens Point, to Fon du Lac and then Milwaukee.



Here is a different download site, **off of the CharpectrumNET Intranet**, with a different traceroute. As I said earlier, a true test of download speed, is actually moving a file across the network.
Testfile.org says "We use Amazon AWS, Digital Ocean Storage, Cloudflare R2 Storage & Bunny Storage to host our files
So that's why the server is not problem "80 Tbps+ Network Capacity"



Linux Mint computer testing to closest site, (same computer as previous two slides HTTP and FTP tests) near the Charpectrum Denver datacenter. Latency over 30ms is considered quite bad.

Total network bandwidth capacity in excess of 2000 Gbps

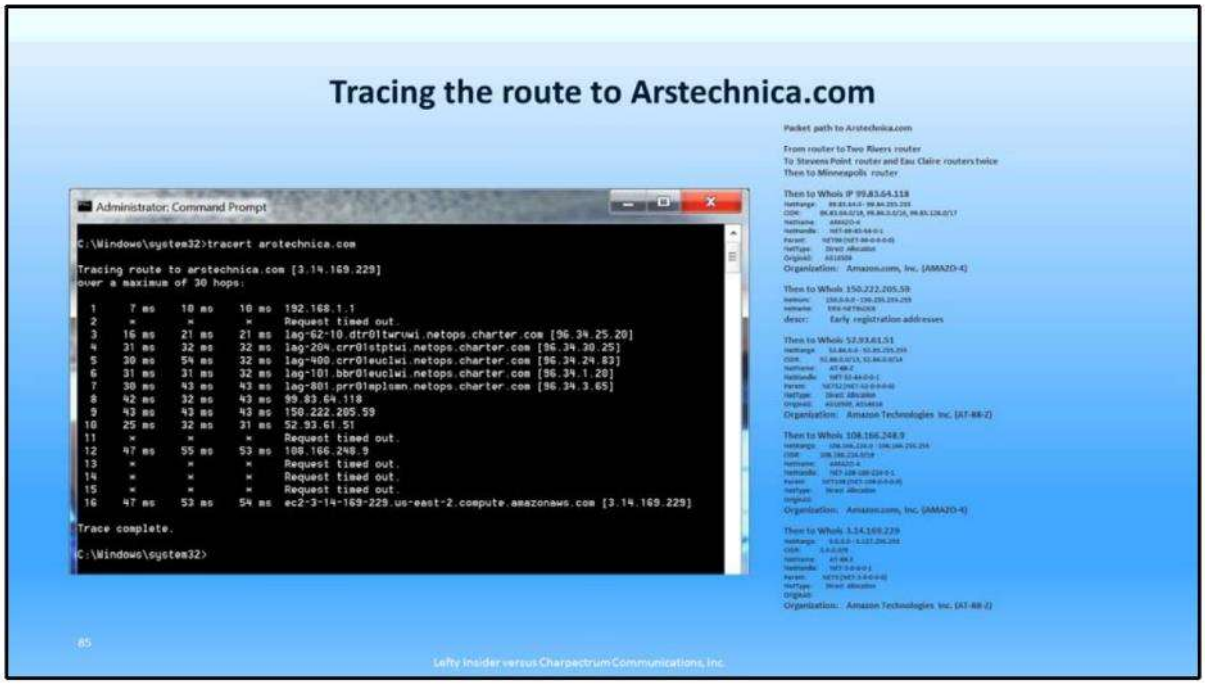
TestMy.net's servers are all gigabit or multi-gigabit uplinked

Hosted network features multi-homed connectivity with bandwidth from independent Tier 1 carriers, combining multiple 10 Gbps connections to create one of the industry's fastest networks.

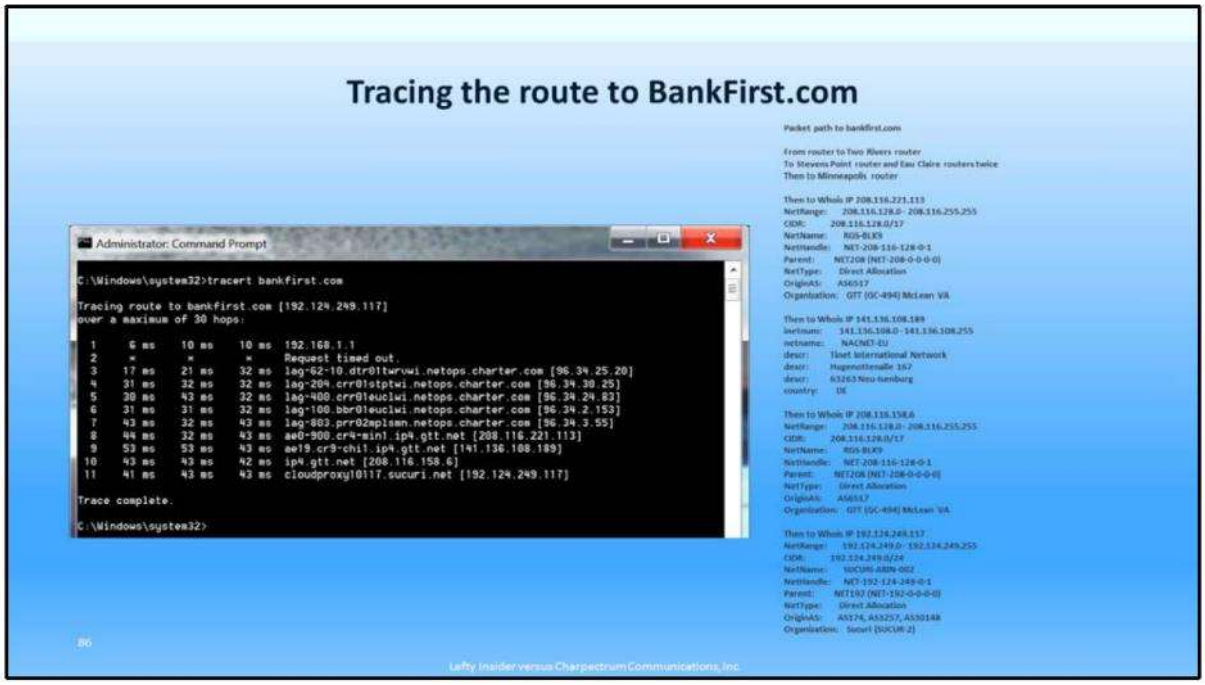
Over 25 Tier 1 network providers including Comcast, Cox, Time Warner, Charpectrum, Qwest, Google, Level 3, Equinix

Extensive peering relationships across North America

My Top Five list of websites



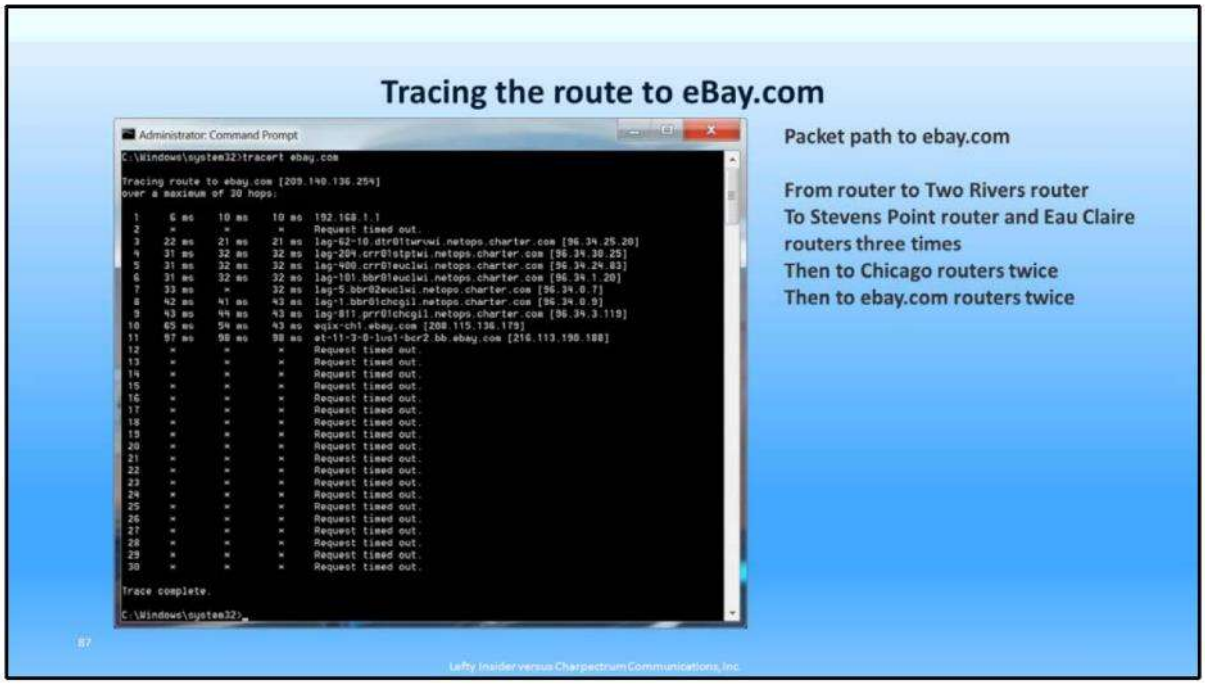
Remember previously when we saw the route to the two Chicago test servers being fairly quick, short 11 hops?
Here, we have 16 hops to get the Tech news.
30 hops is the standard default test maximum.
You don't do you banking, or shopping, or movie watching, at a speed test server in Chicago or Eau Claire!
Charpectrum may say that they don't control the Internet, but they are advertising and selling Internet and I _am_ paying them for Internet service.



Here, we have 11 hops to get to the bank.
30 hops is the standard default test maximum.

You don't do you banking, or shopping, or movie watching, at a speed test server in Chicago or Eau Claire!

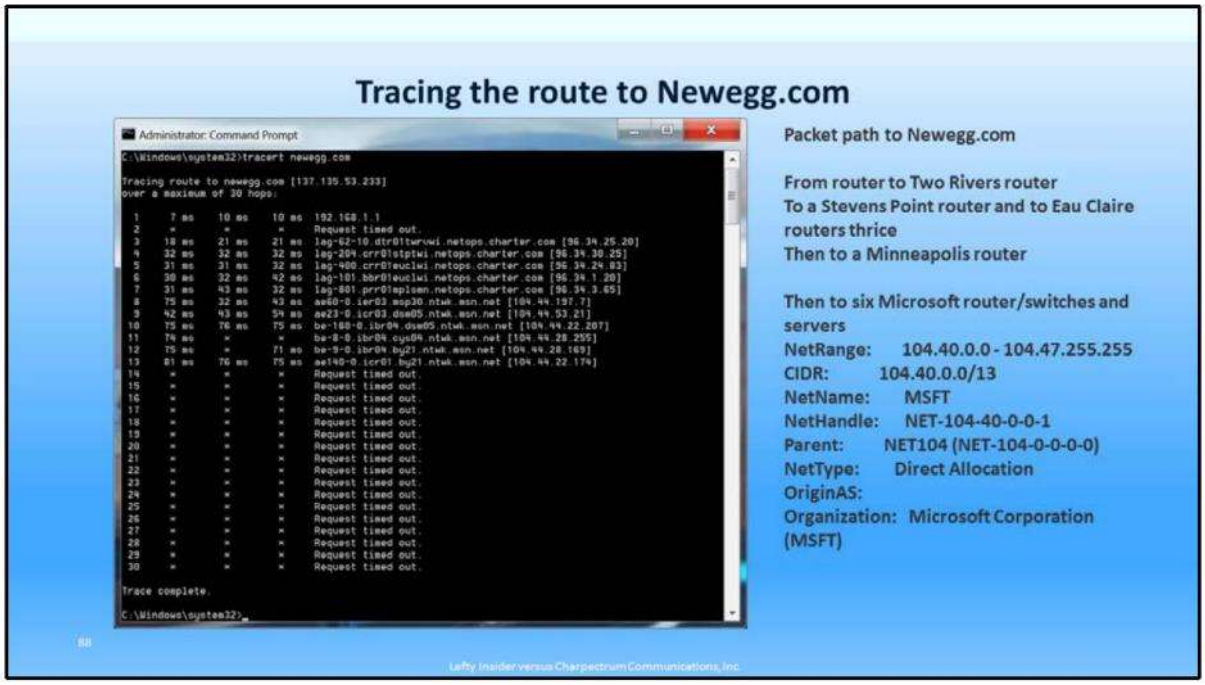
Charpectrum may say that they don't control the Internet, but they are advertising and selling Internet and I _am_ paying them for Internet service.



Here, we have 11 hops to get to search for products.
30 hops is the standard default test maximum.

You don't do you banking, or shopping, or movie watching, at a speed test server in Chicago or Eau Claire!

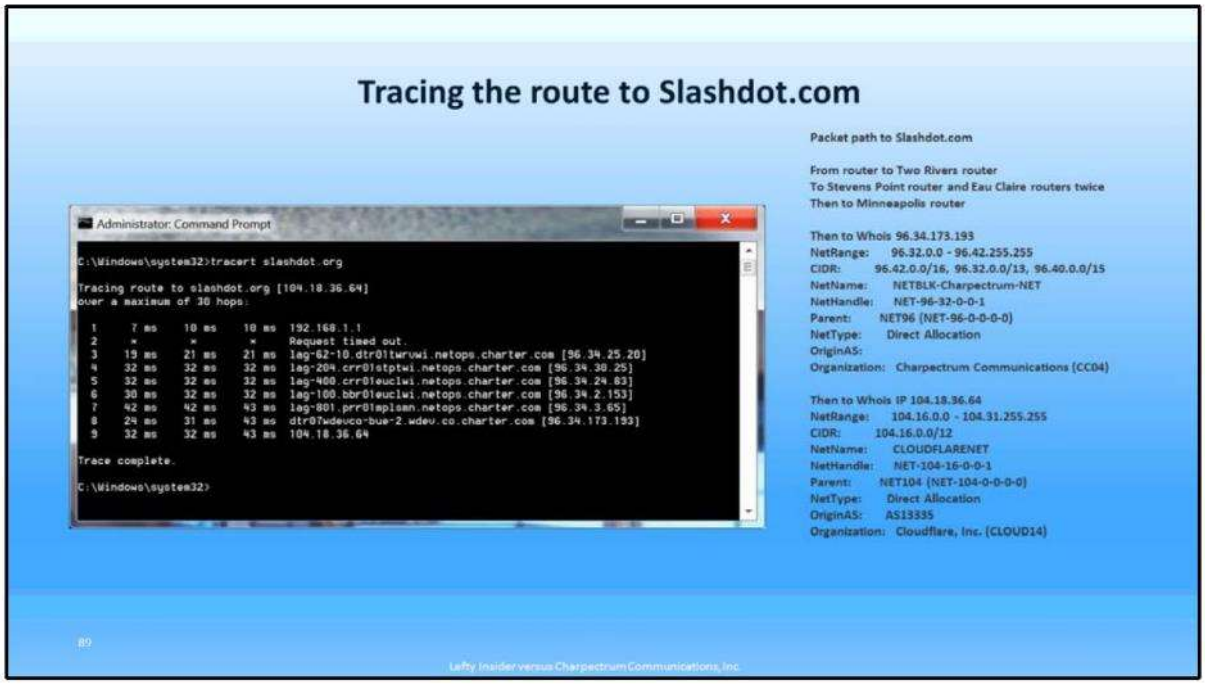
Charpectrum may say that they don't control the Internet, but they are advertising and selling Internet and I _am_ paying them for Internet service.



Here, we have 13 hops to get to order computer parts.
30 hops is the standard default test maximum.

You don't do you banking, or shopping, or movie watching, at a speed test server in Chicago or Eau Claire!

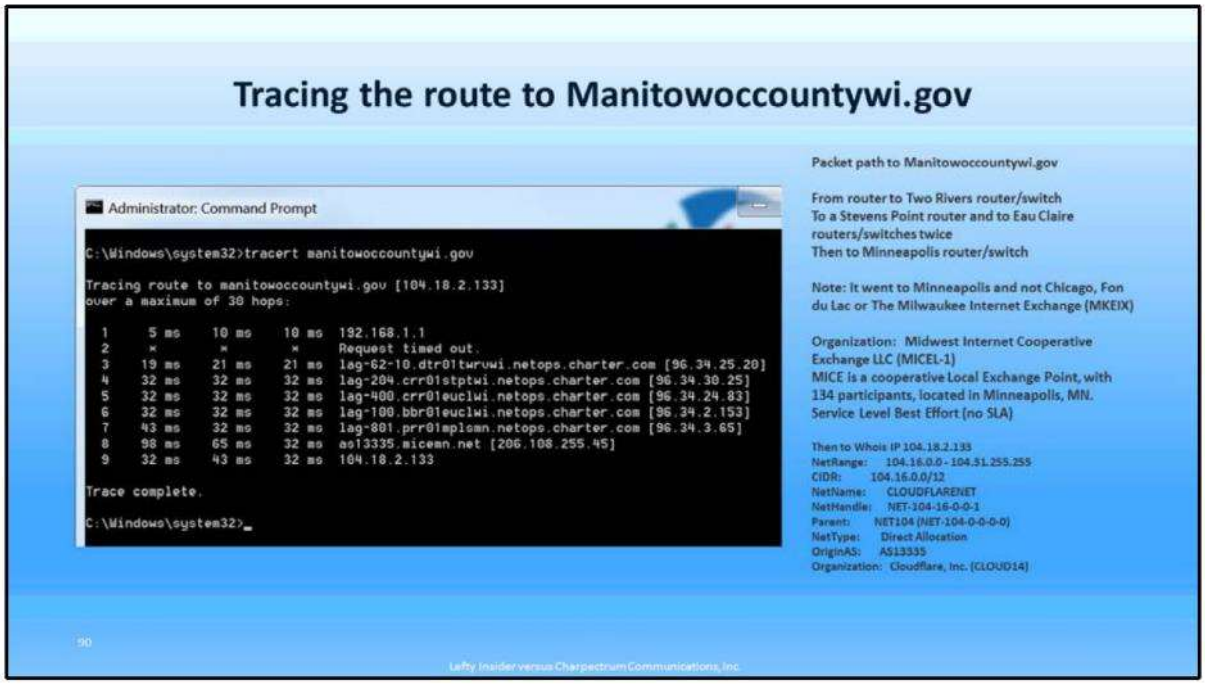
Charpectrum may say that they don't control the Internet, but they are advertising and selling Internet and I _am_ paying them for Internet service.



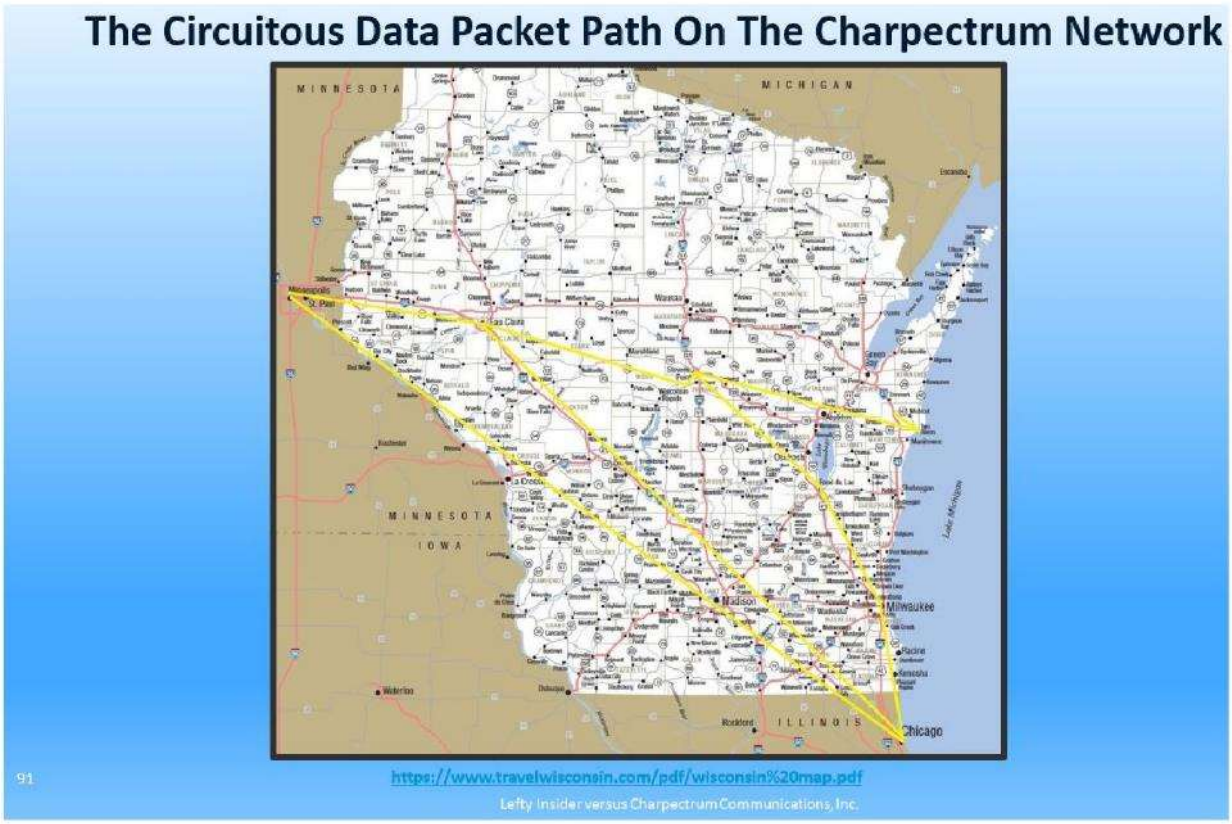
Here, we have 9 hops to get the tech news.
30 hops is the standard default test maximum.

You don't do you banking, or shopping, or movie watching, at a speed test server in Chicago or Eau Claire!

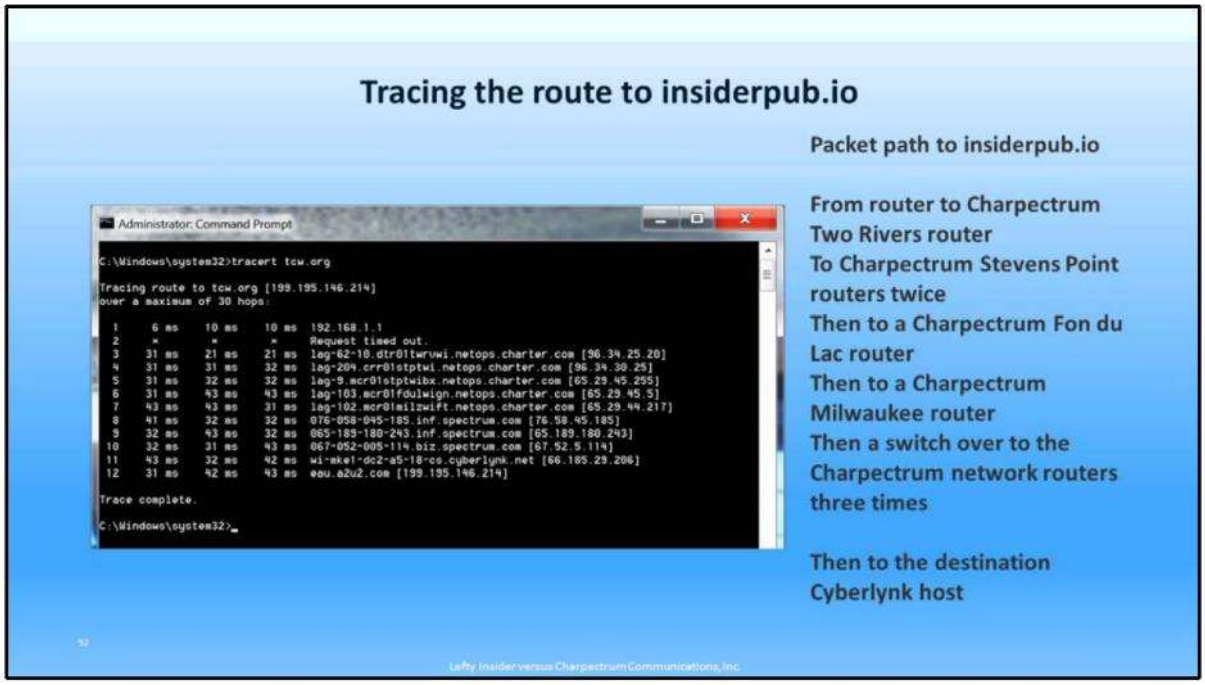
Charpectrum may say that they don't control the Internet, but they are advertising and selling Internet and I _am_ paying them for Internet service.



I have to go to Minneapolis to get from Two Rivers to this Manitowoc Courthouse website from a Minnesota CDN.



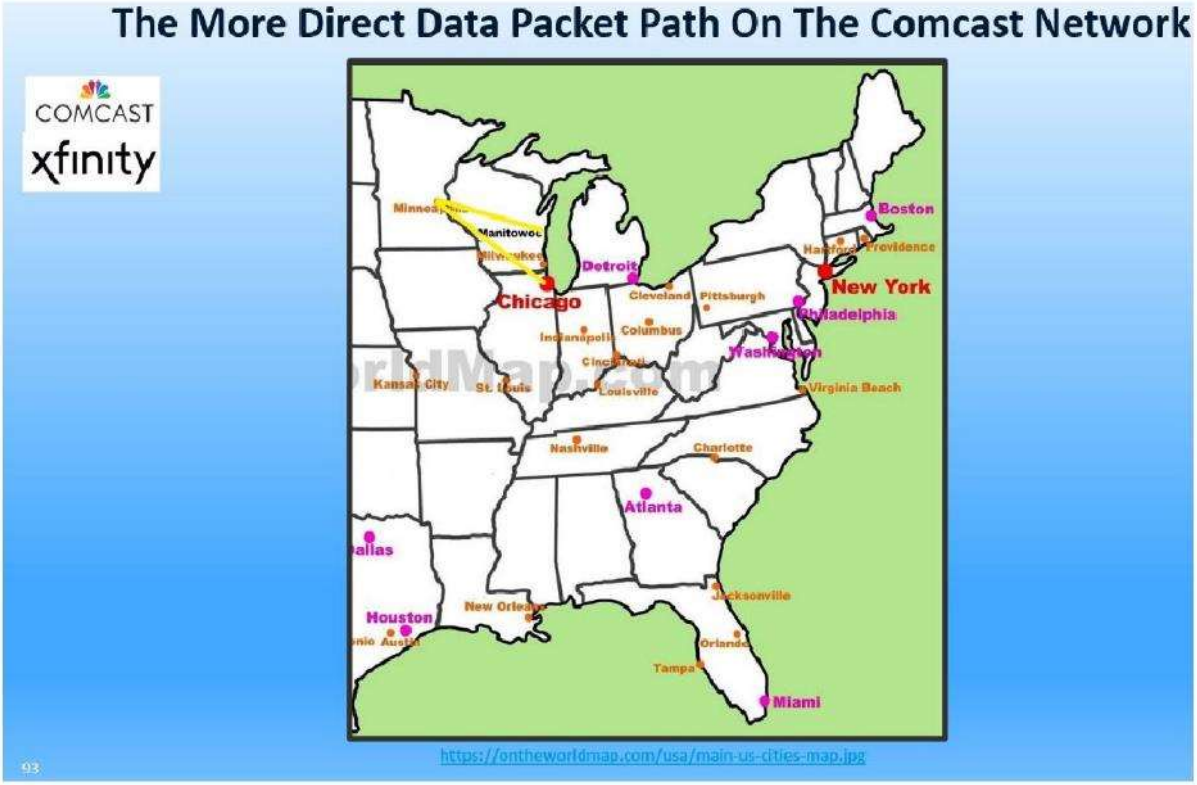
Remember the long latencies or delays in the trace route tests?
I would make good money if I was paid by the mile! Or cost me a lot if Charpectrum charged by the mile. But my actual cost is long delays and slow speeds.
Two Rivers to Stevens Point and beyond...
Again, Comcast sends from Manitowoc to Minneapolis to Chicago.
AT&T sends from Manitowoc to New Jersey to Chicago.



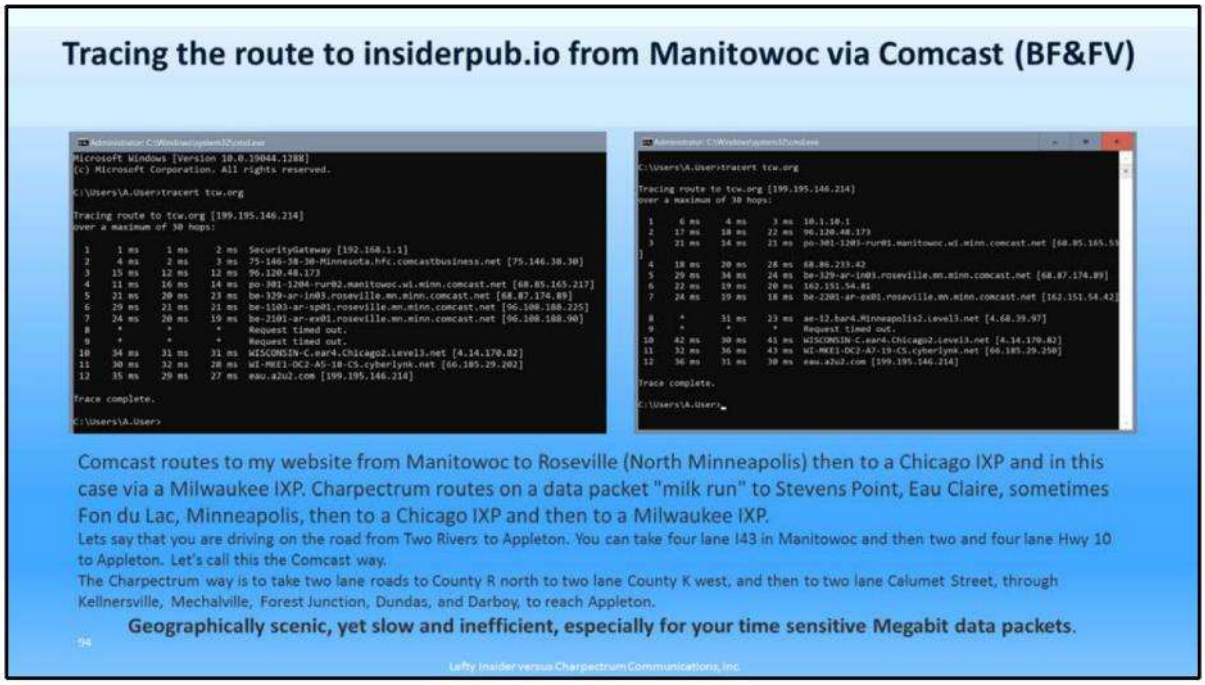
Here, we have 12 hops to get to my website. 30 hops is the standard default test maximum.

You don't do you banking, or shopping, or movie watching, at a speed test server in Chicago or Eau Claire!

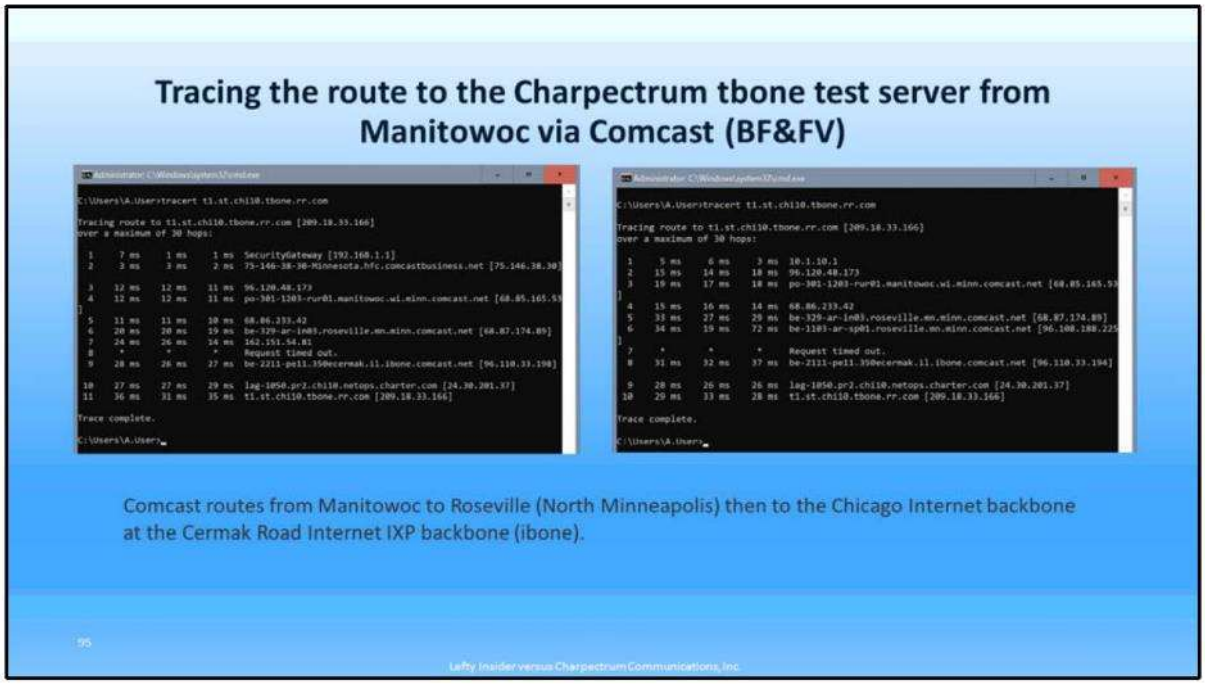
Charpectrum may say that they don't control the Internet, but they are advertising and selling Internet and I _am_ paying them for Internet service.



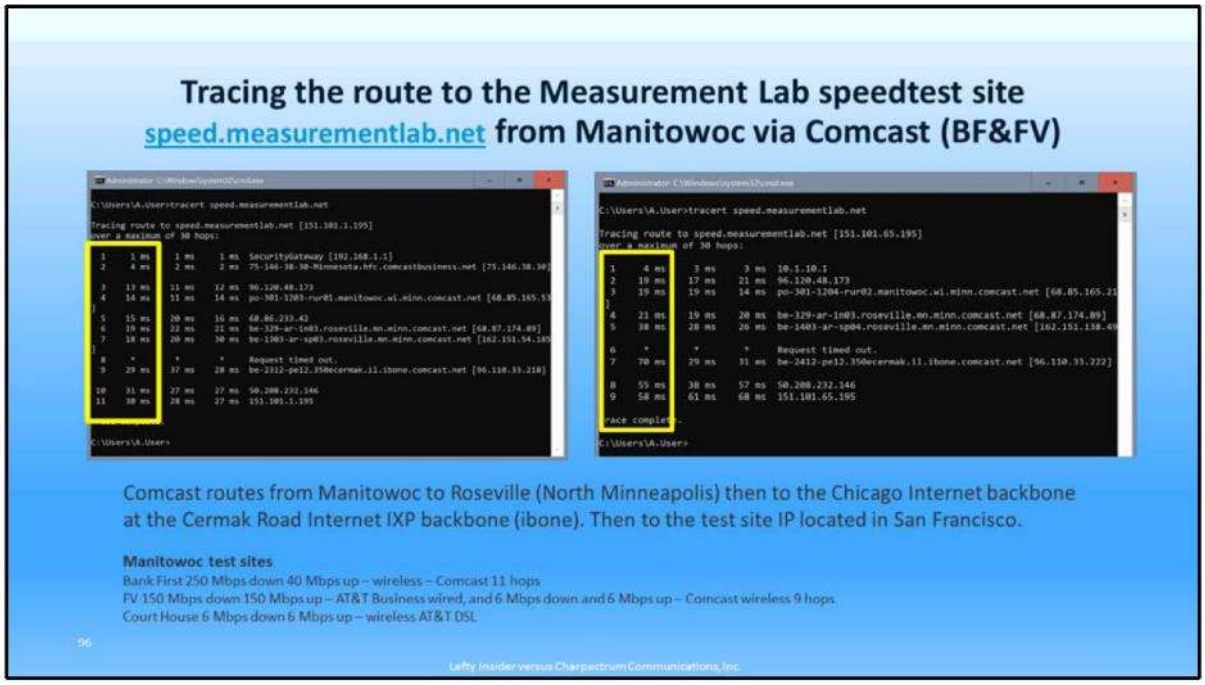
Comcast sends data from Manitowoc to Minneapolis to Chicago.



The long way via Mesh all ville



Comcast routes from Manitowoc to Roseville (North Minneapolis) then to the Chicago.



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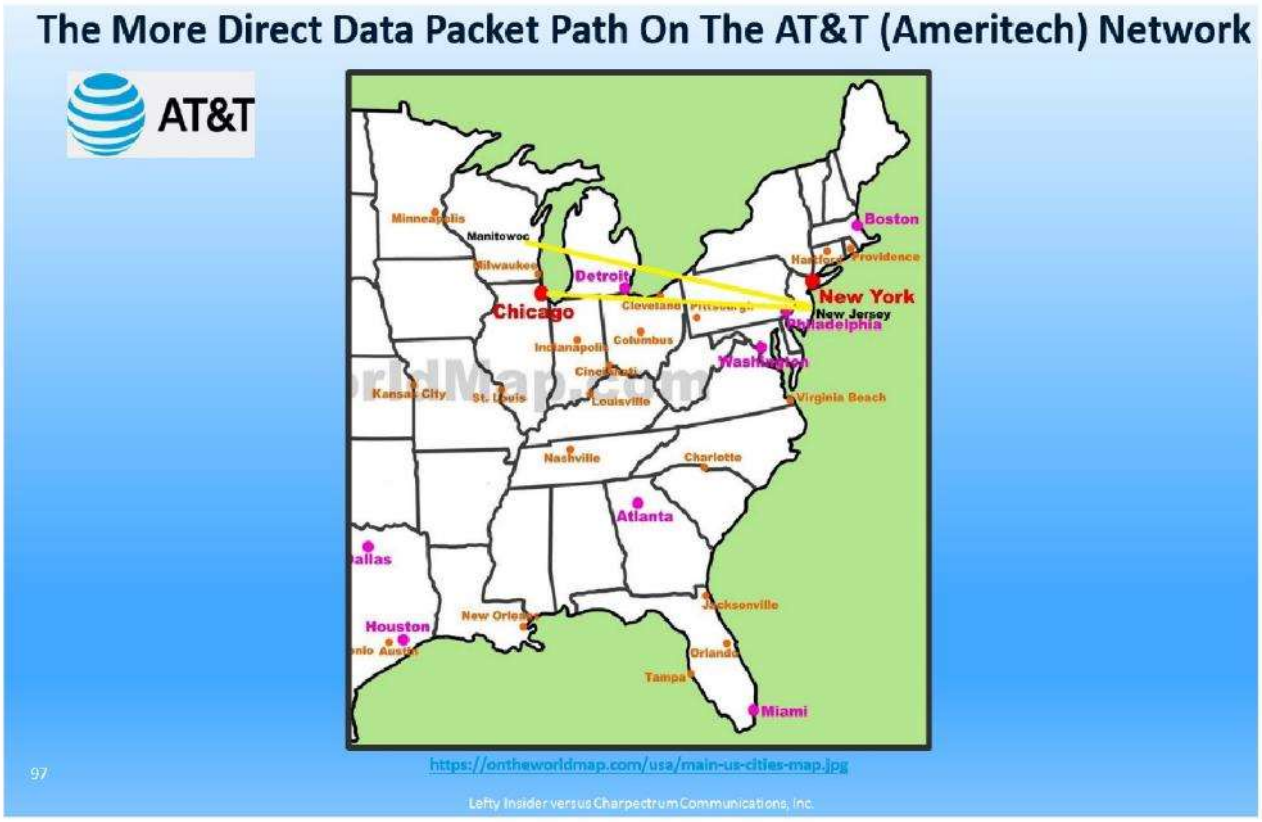
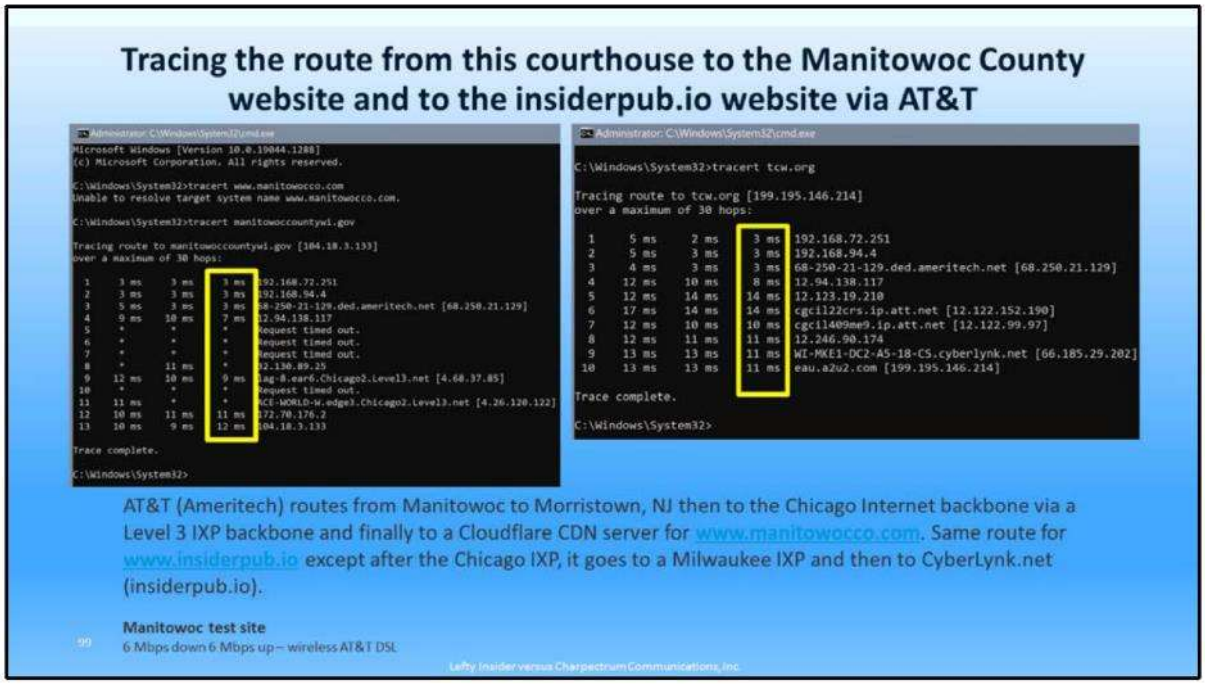
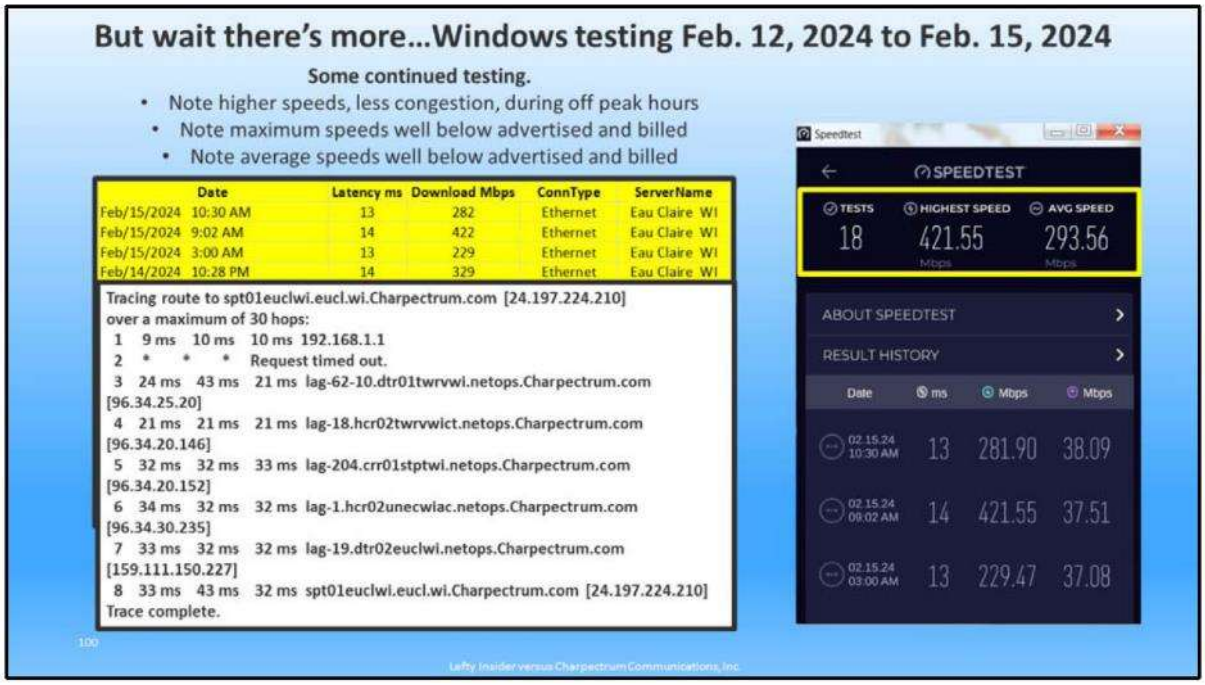


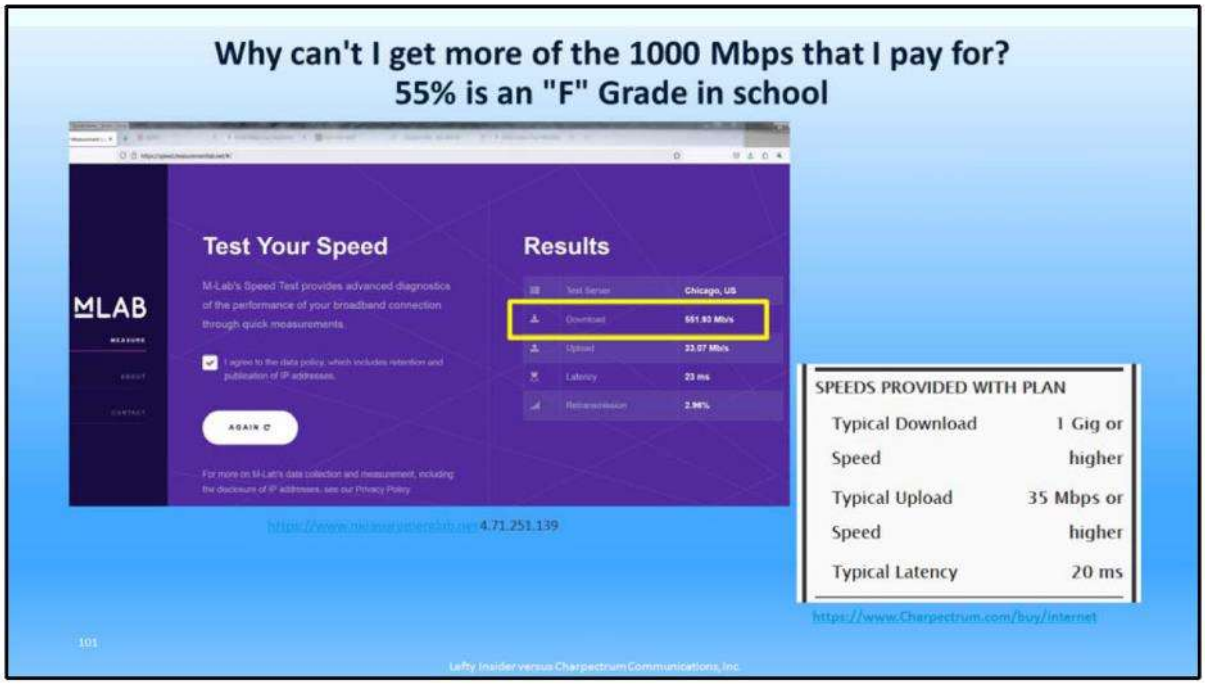
AT&T sends data from Manitowoc to New Jersey to Chicago.



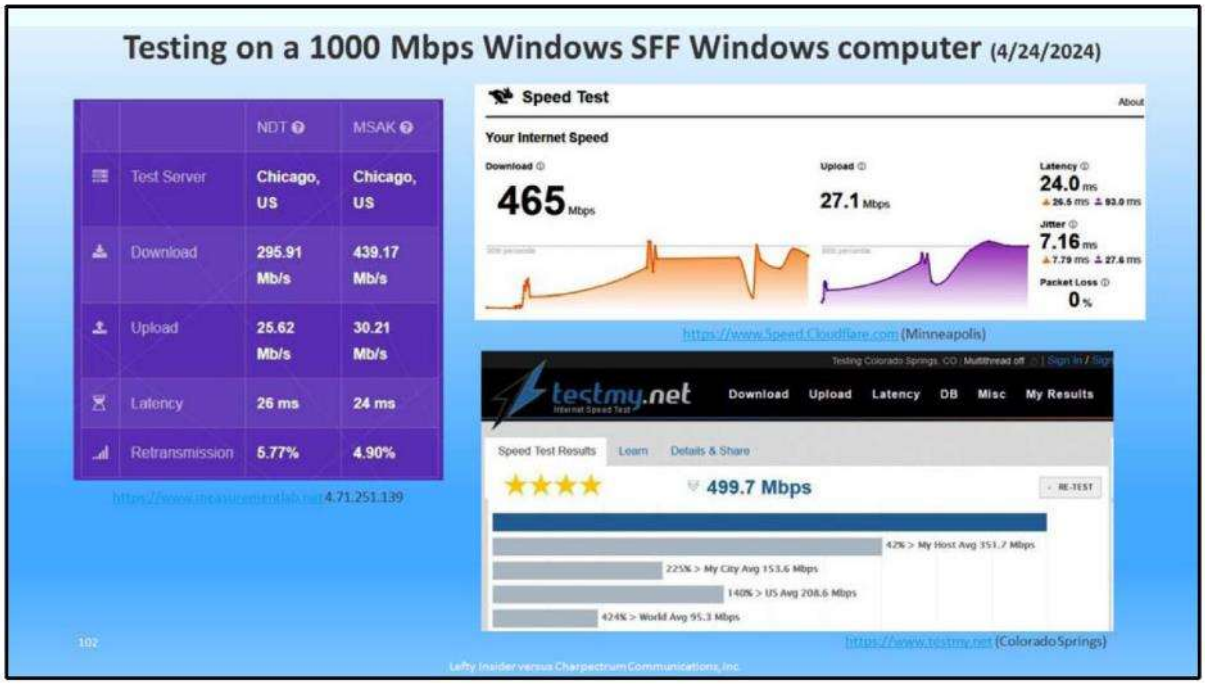
From this courthouse via AT&T (Ameritech)



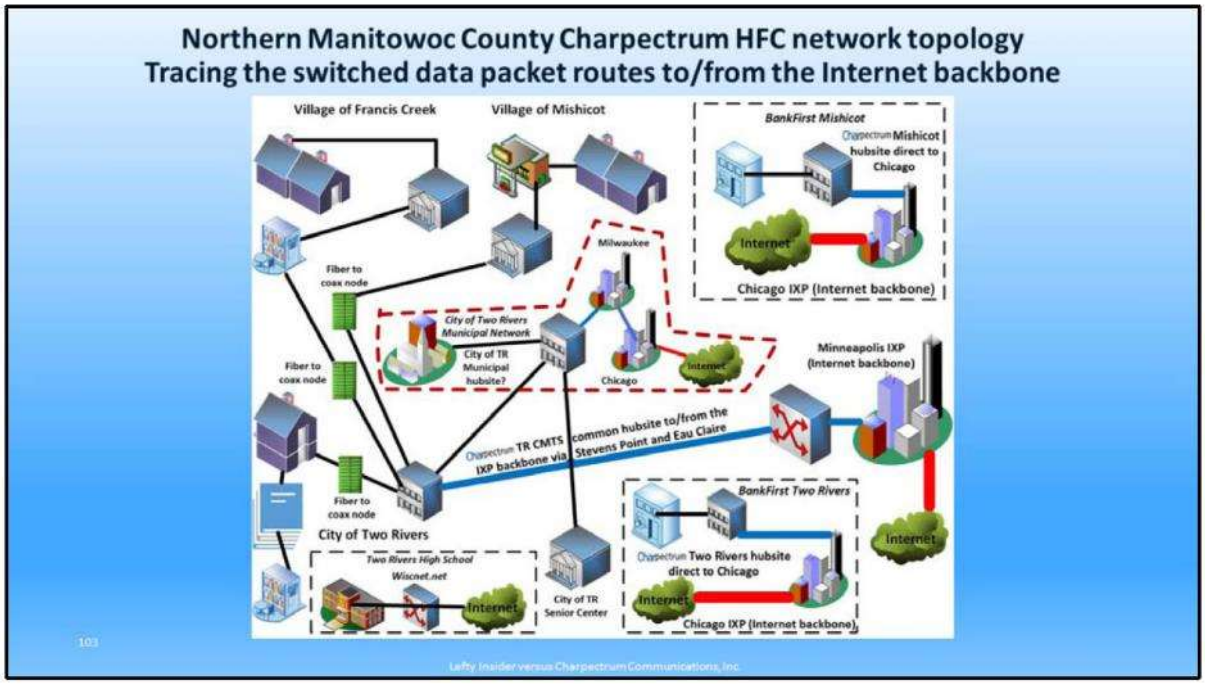
February 2024 testing continued...
Forget about the top speed number on this, what I have previously pointed out as a, flawed rating and comparison system.
This computer is certainly cable of attaining this highest speed shown, but there is no consistency to these results at all.
Look at the variations at different days and times of the tests.
The only reasonable explanation for this is traffic congestion on this network.
This Charpectrum network is simply not cable of delivering the advertised and billed speeds with any kind of constancy at all!



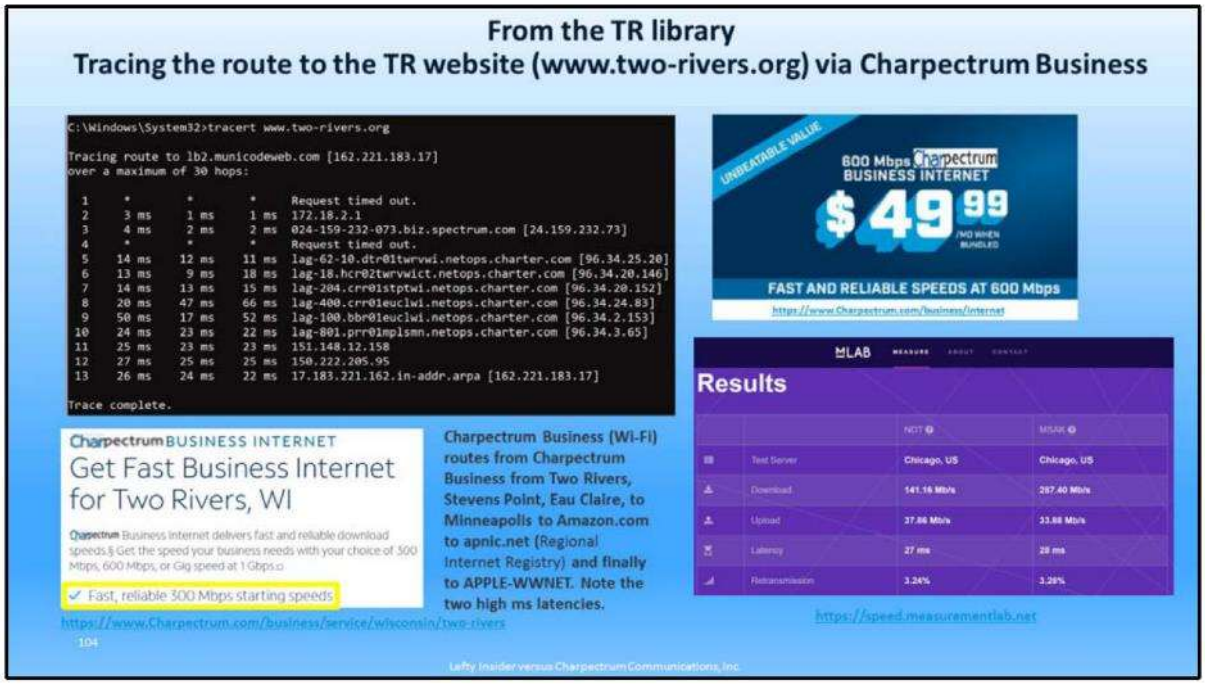
But not me. Public data. 55% is an F grade.



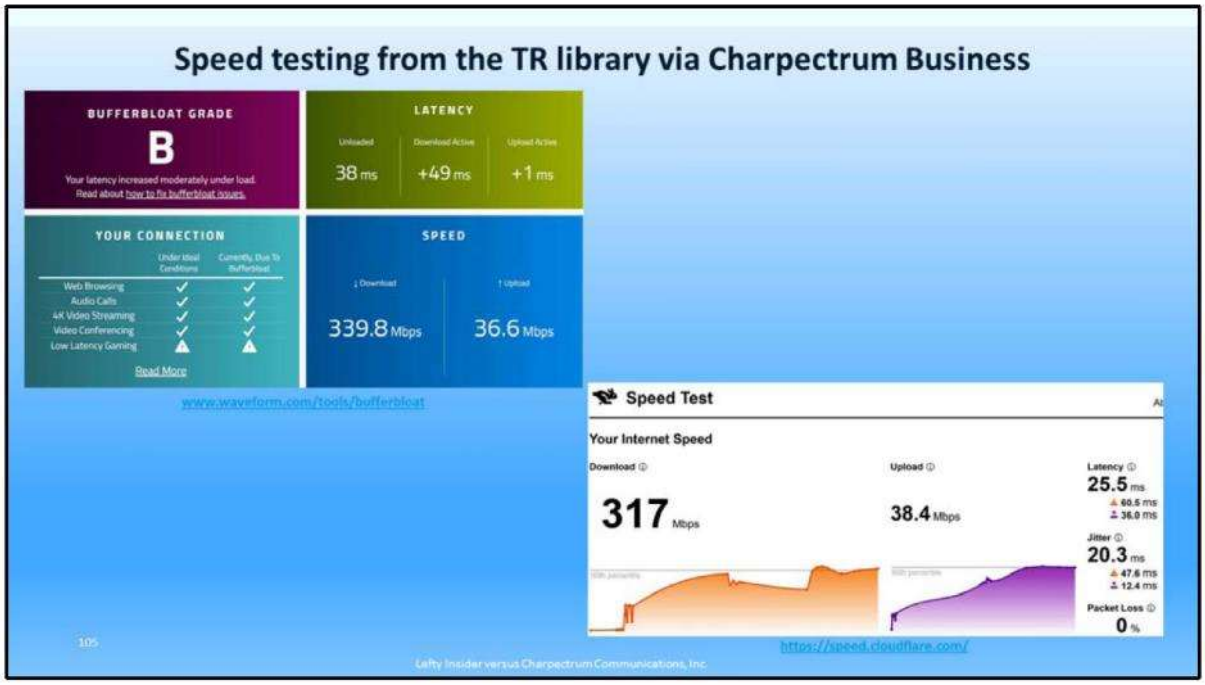
New SFF computer introduced to testing with the same basic results.



From a County road to a State road to a Interstate road
FCC Net Neutrality rules require no preferential treatment of data packets.



Now let us go to Two Rivers for some testing.



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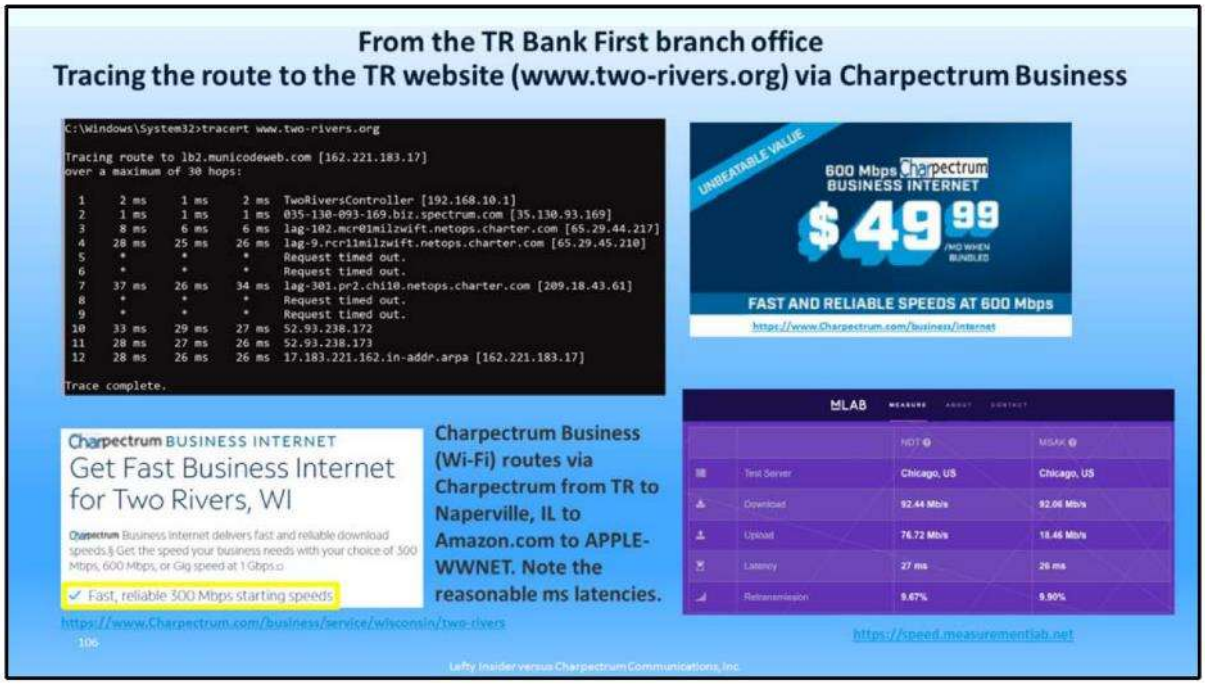
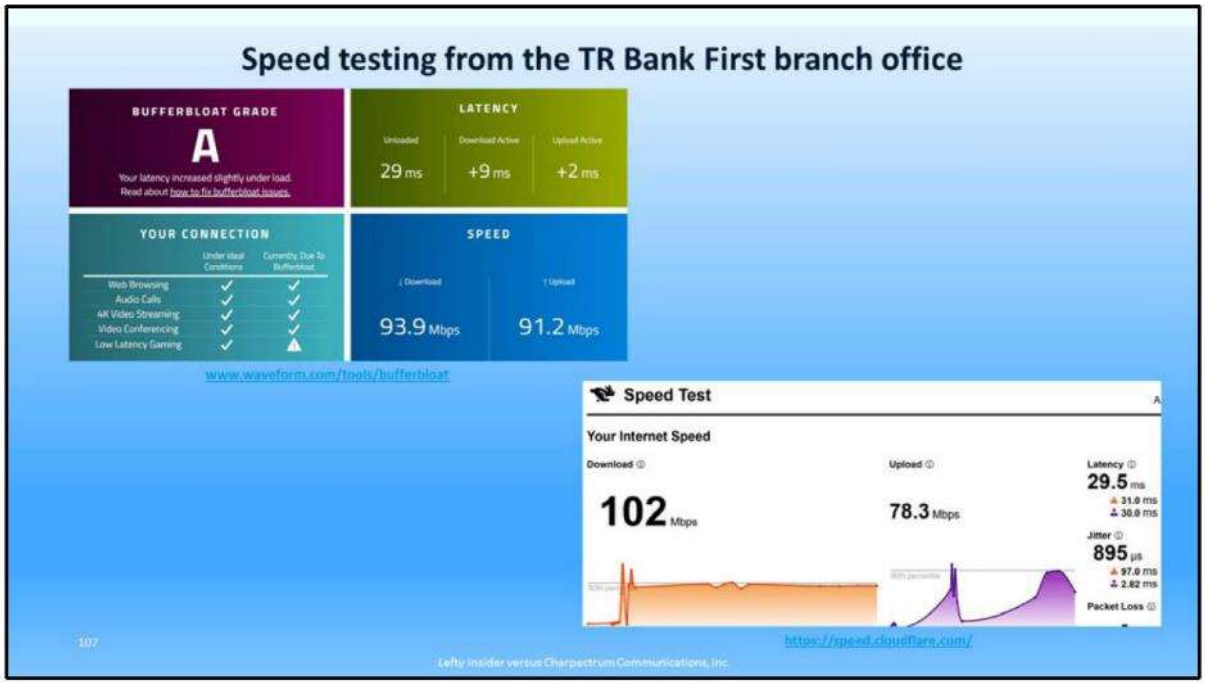
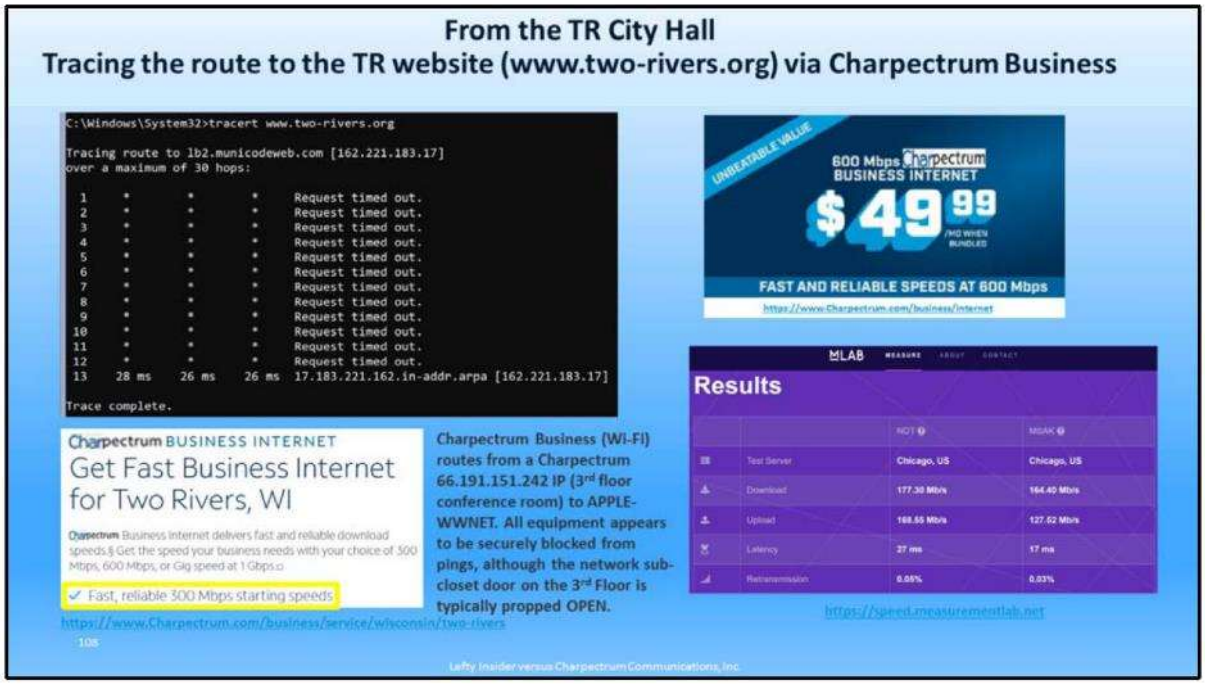


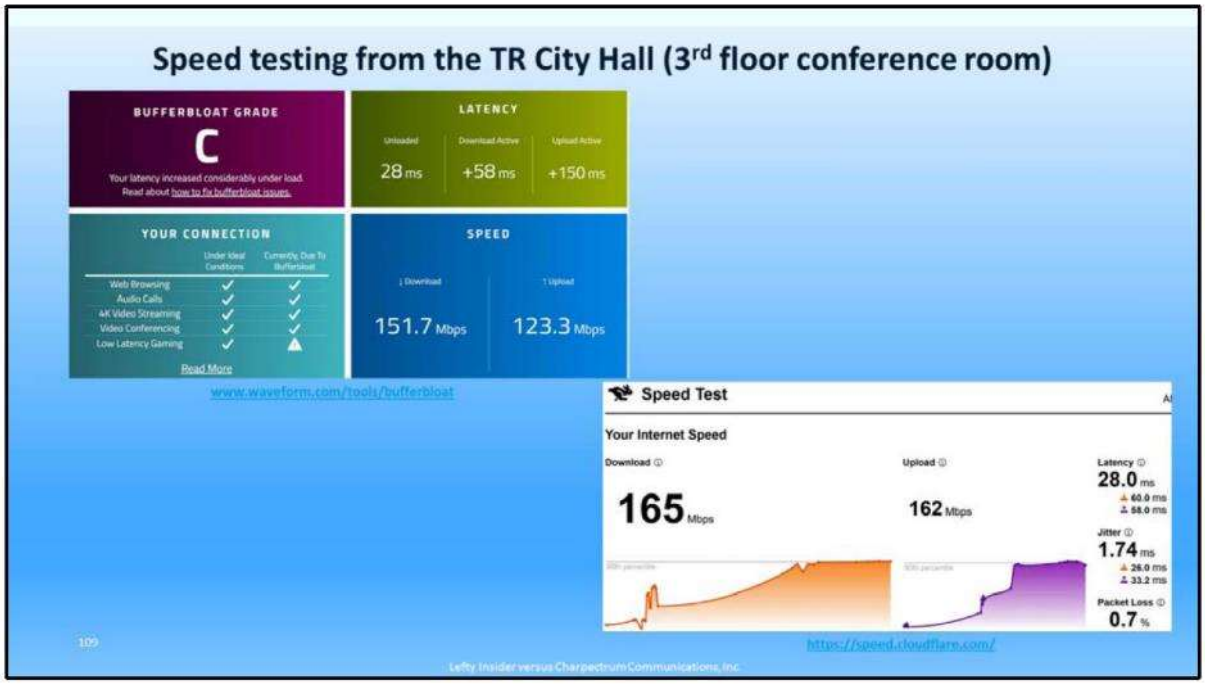
Now let us go to



Now let us go to



Now let us go to



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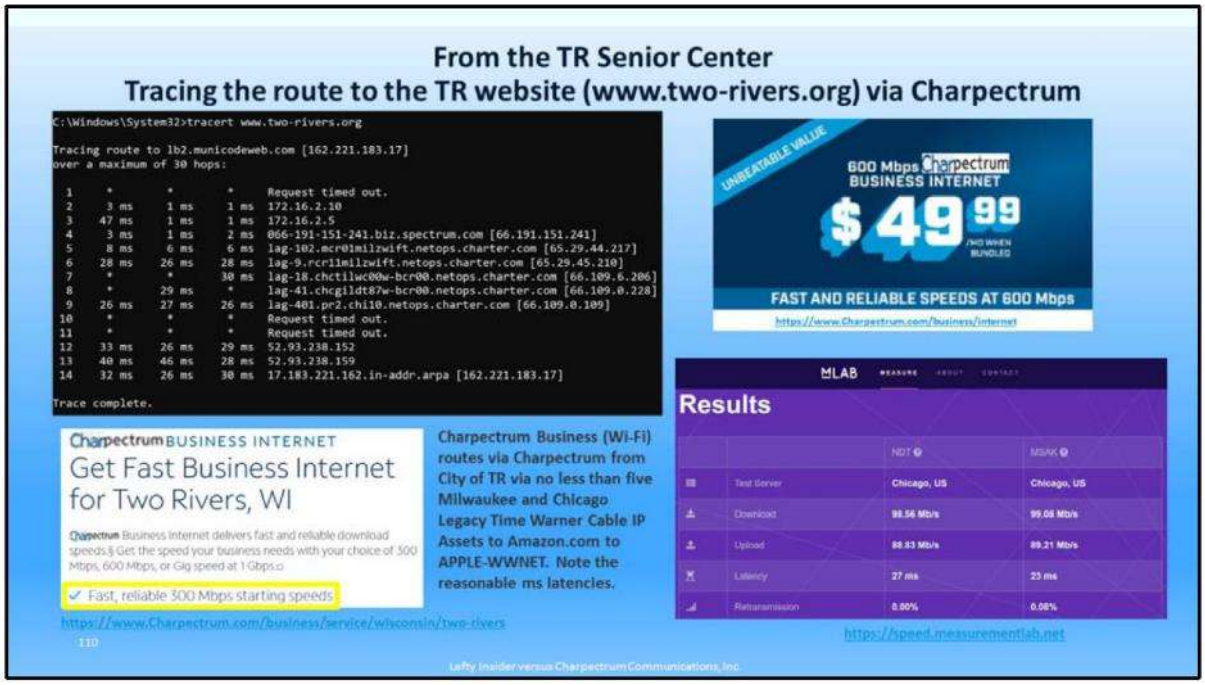

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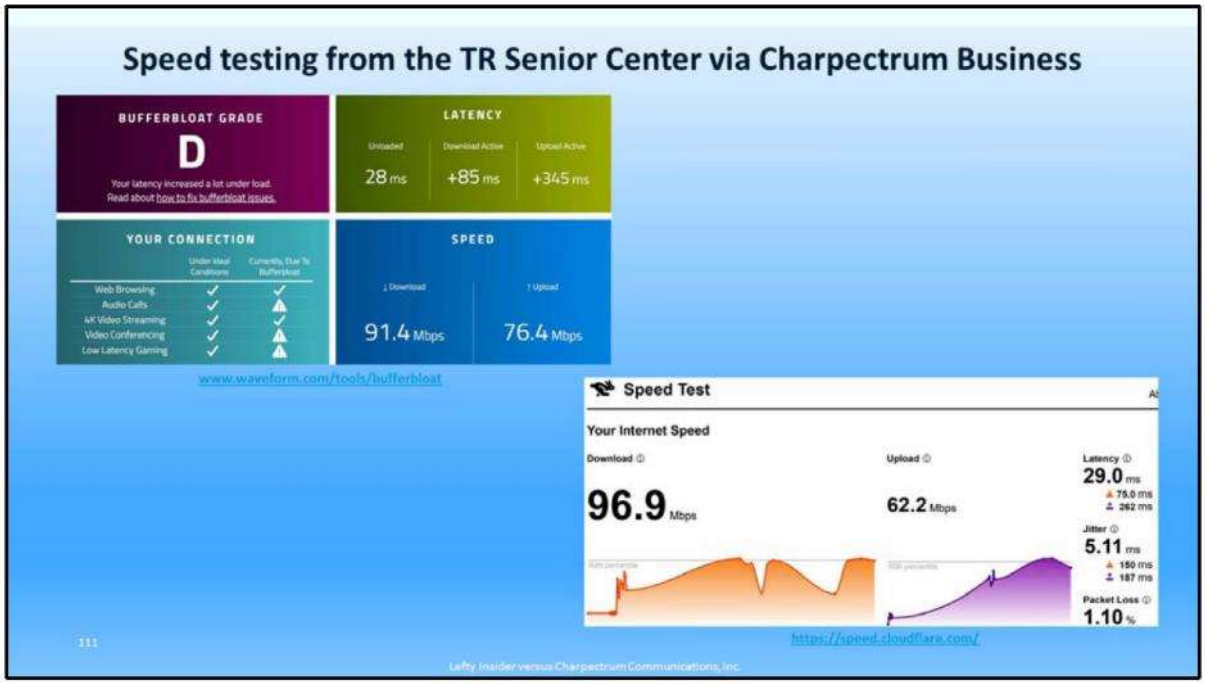

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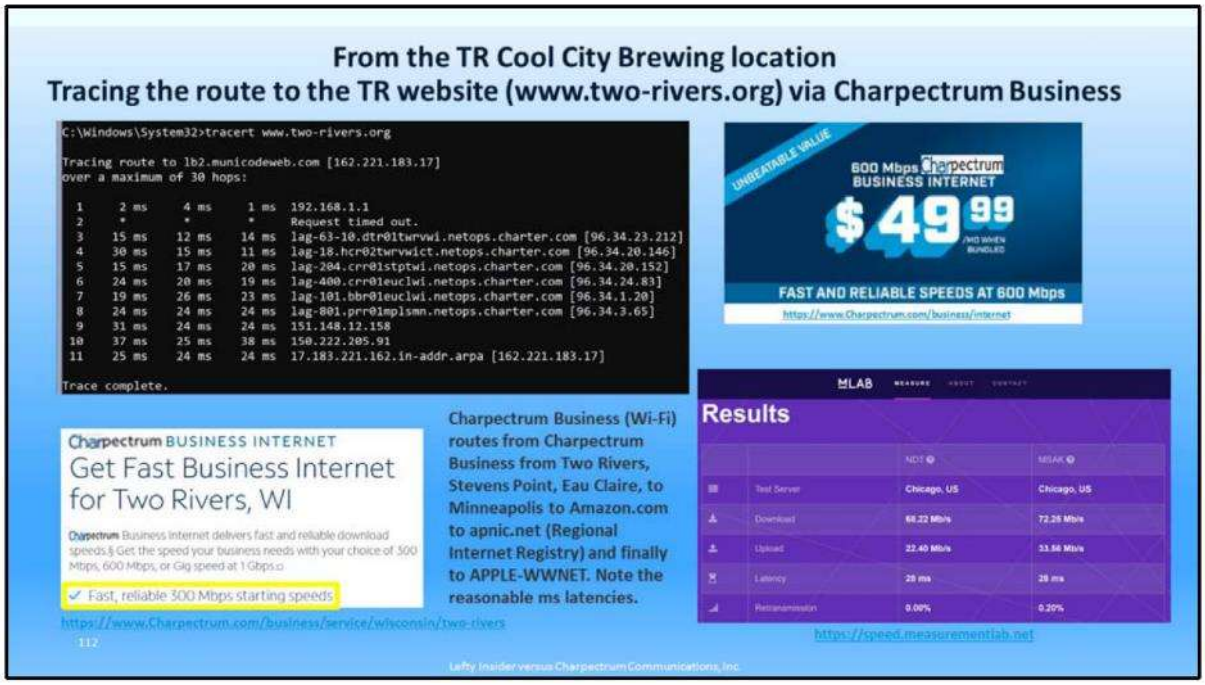

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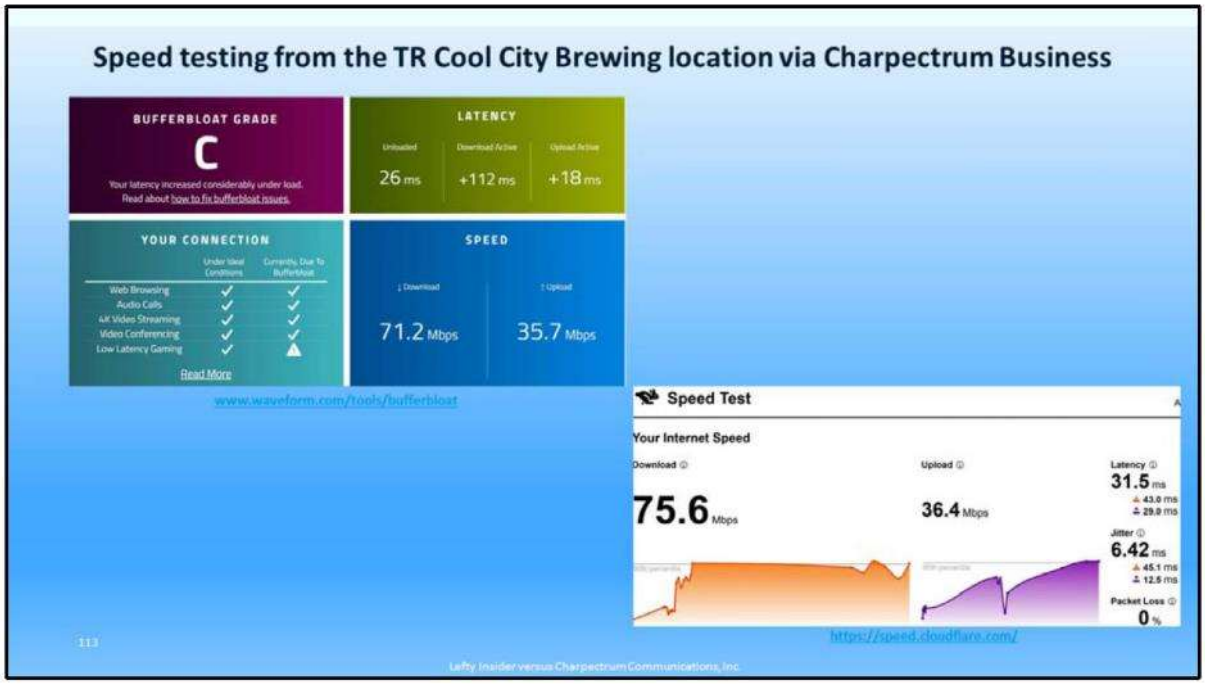
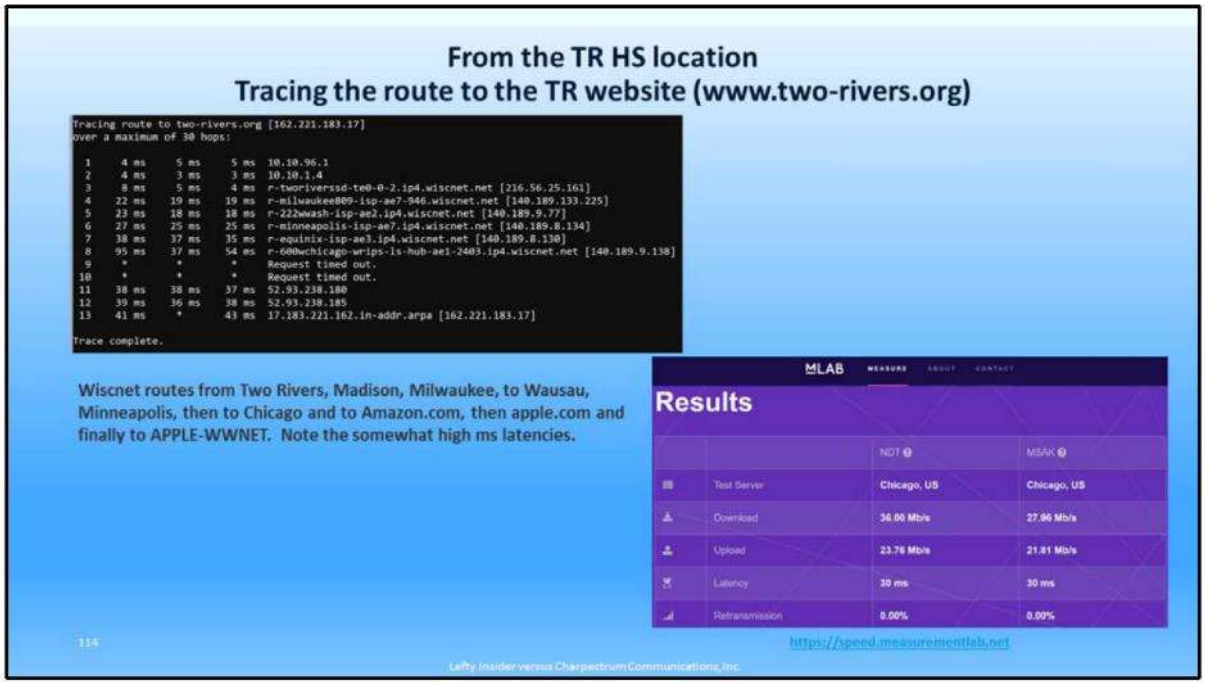
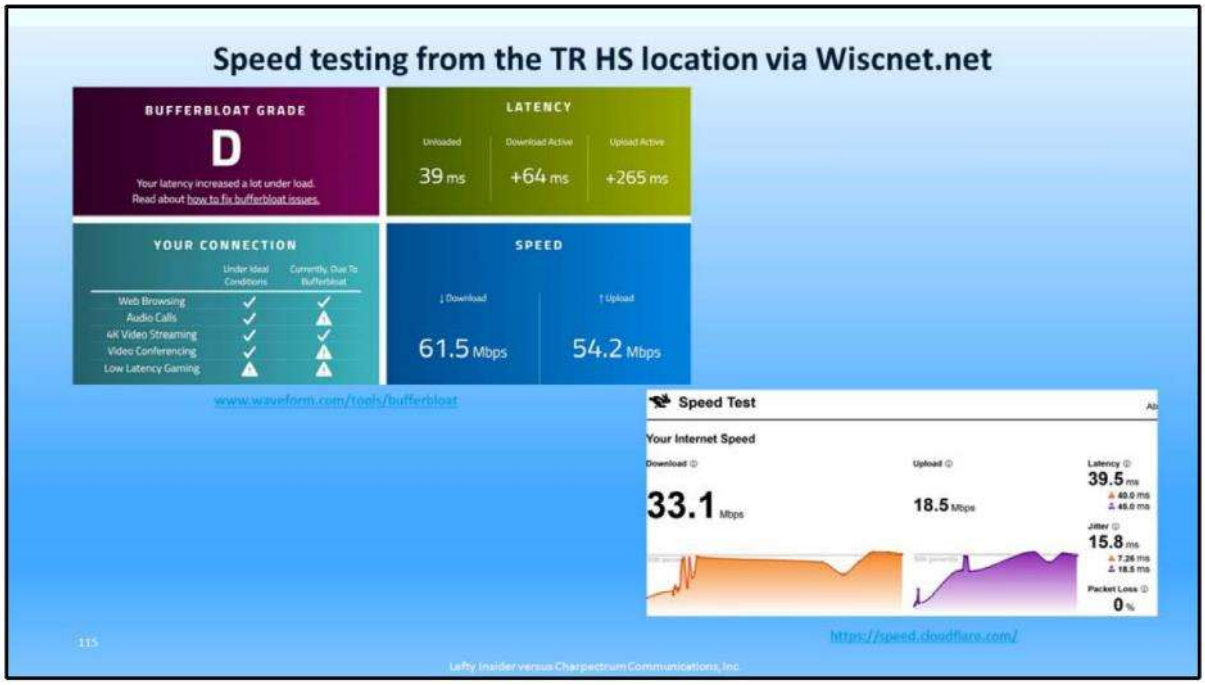


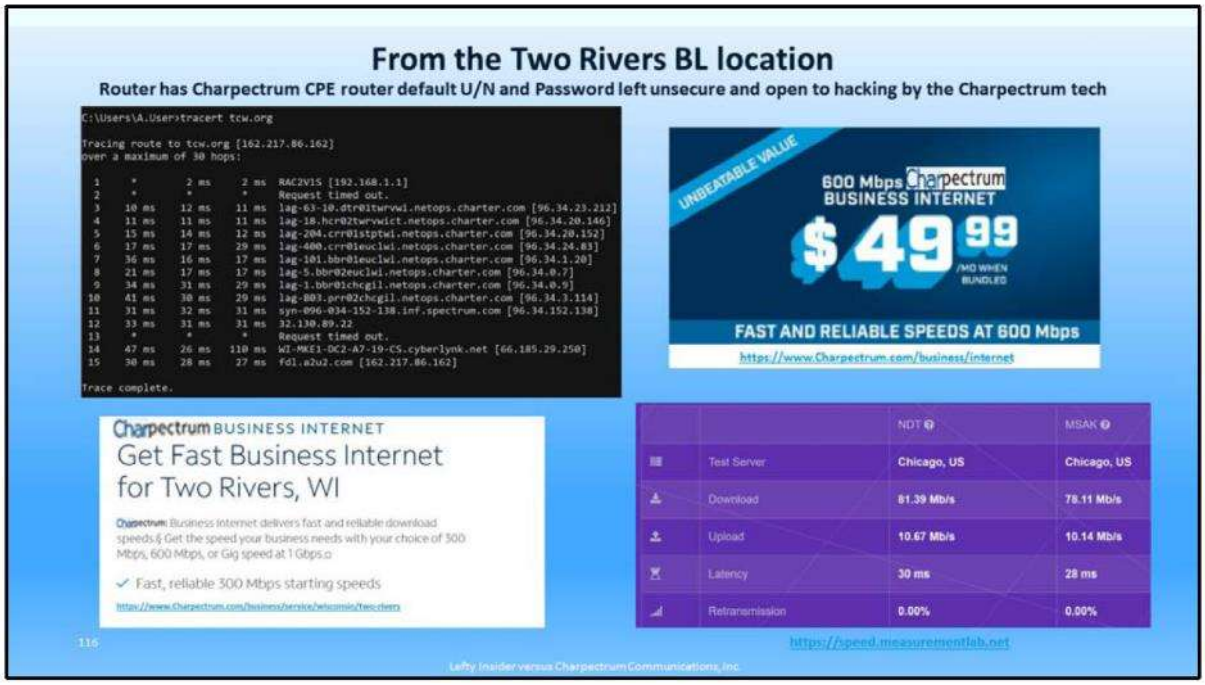
Now let us go to



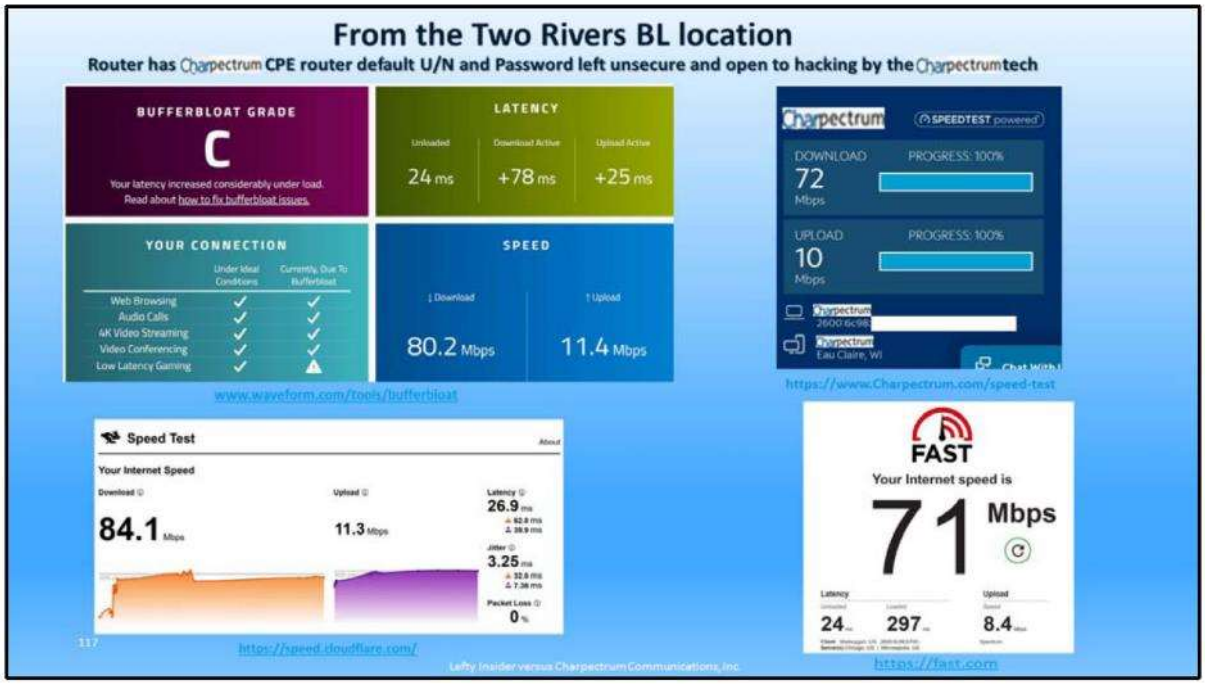
Now let us go to



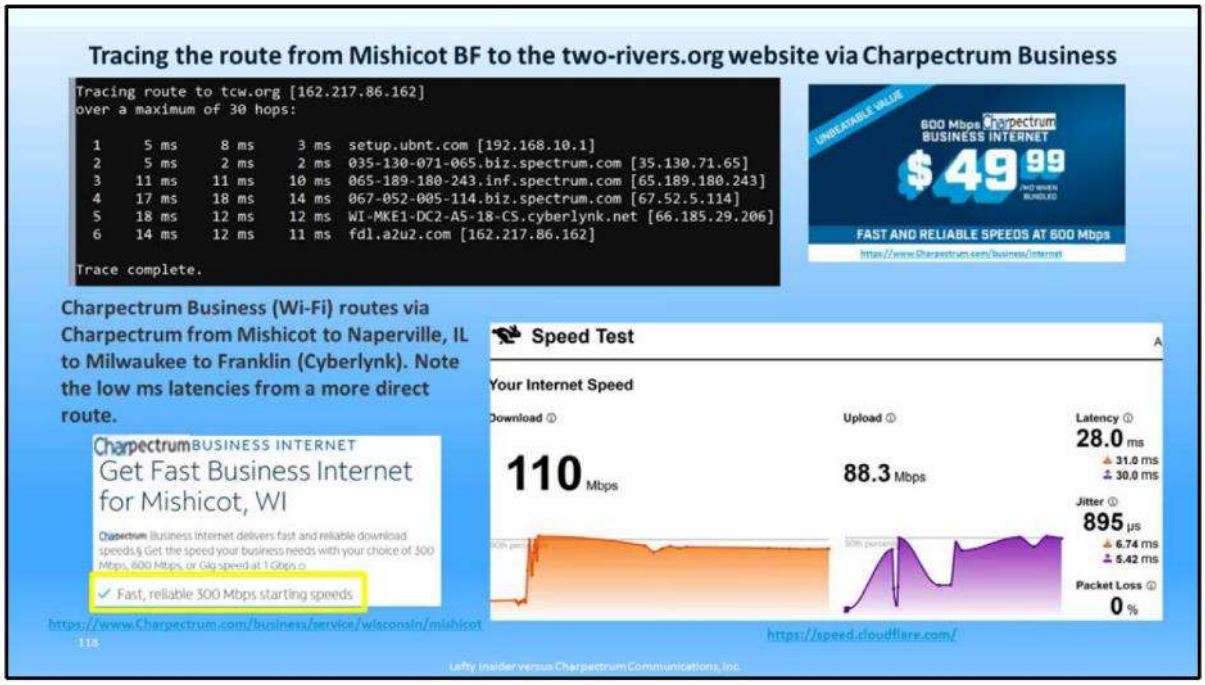
Now let us go to



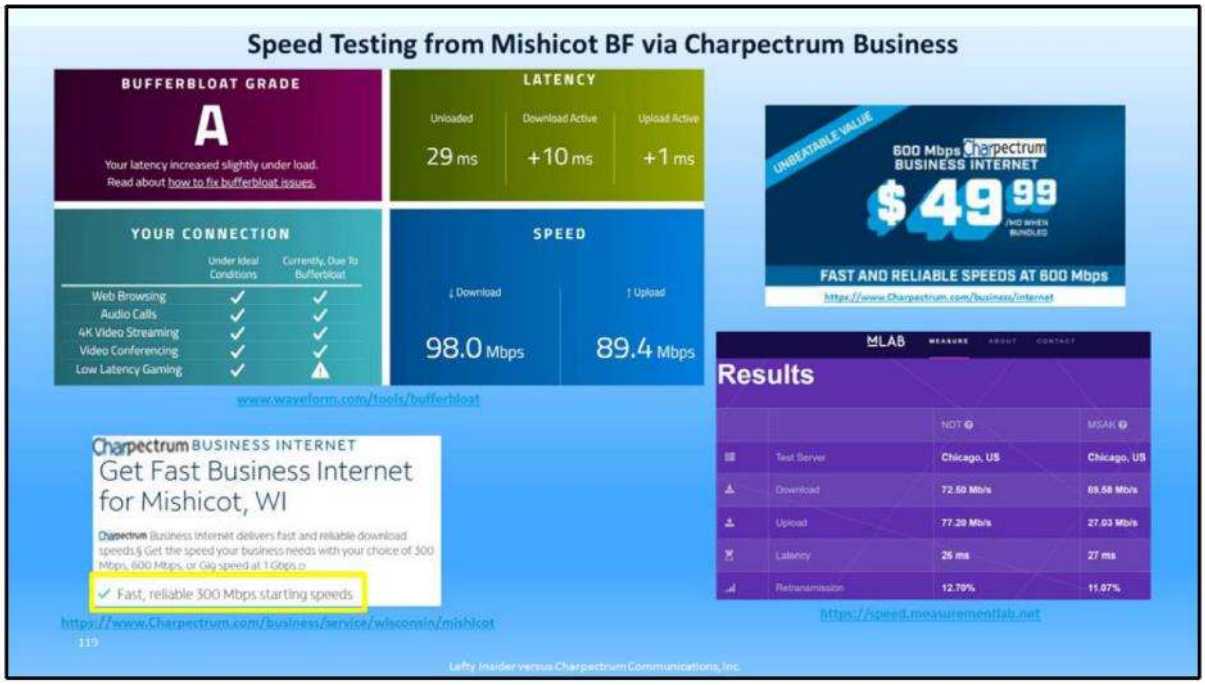
Now let us go to



Now let us go to



Now let us go to Mishicot for some testing. Is this also the more direct routing used for the Charpectrum SamKnows tests? Ignore the speed and note the short hops and low latencies.
From BF Mishicot, different and shorter routing.



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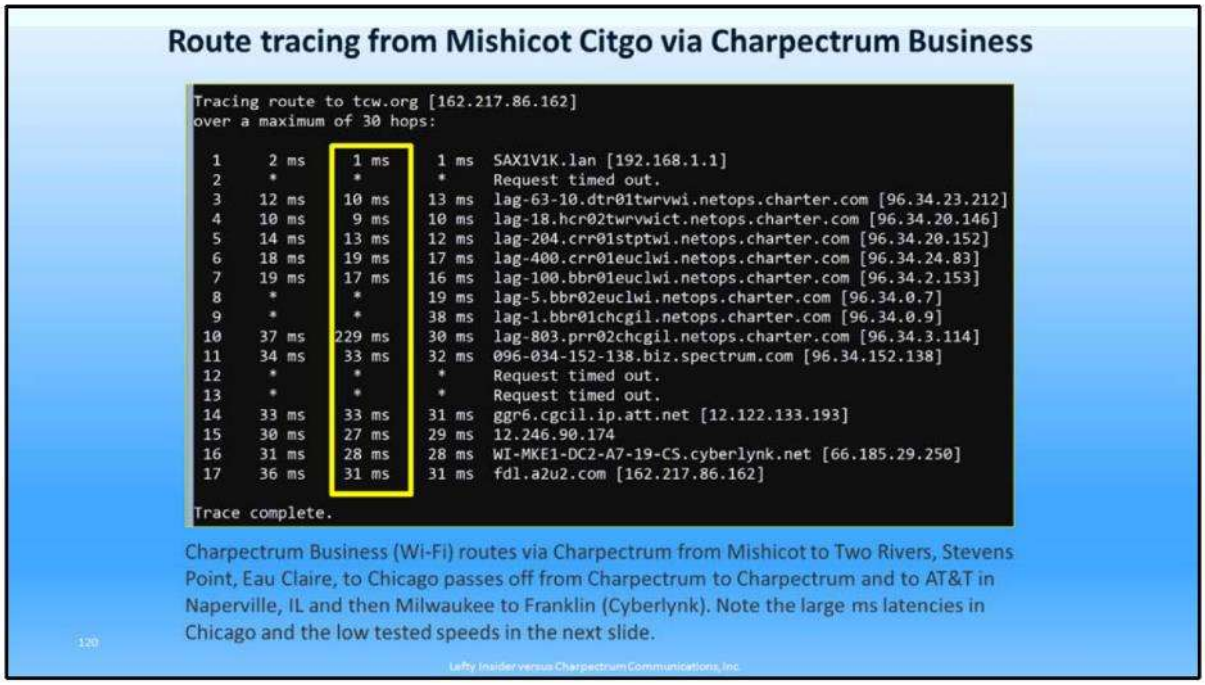
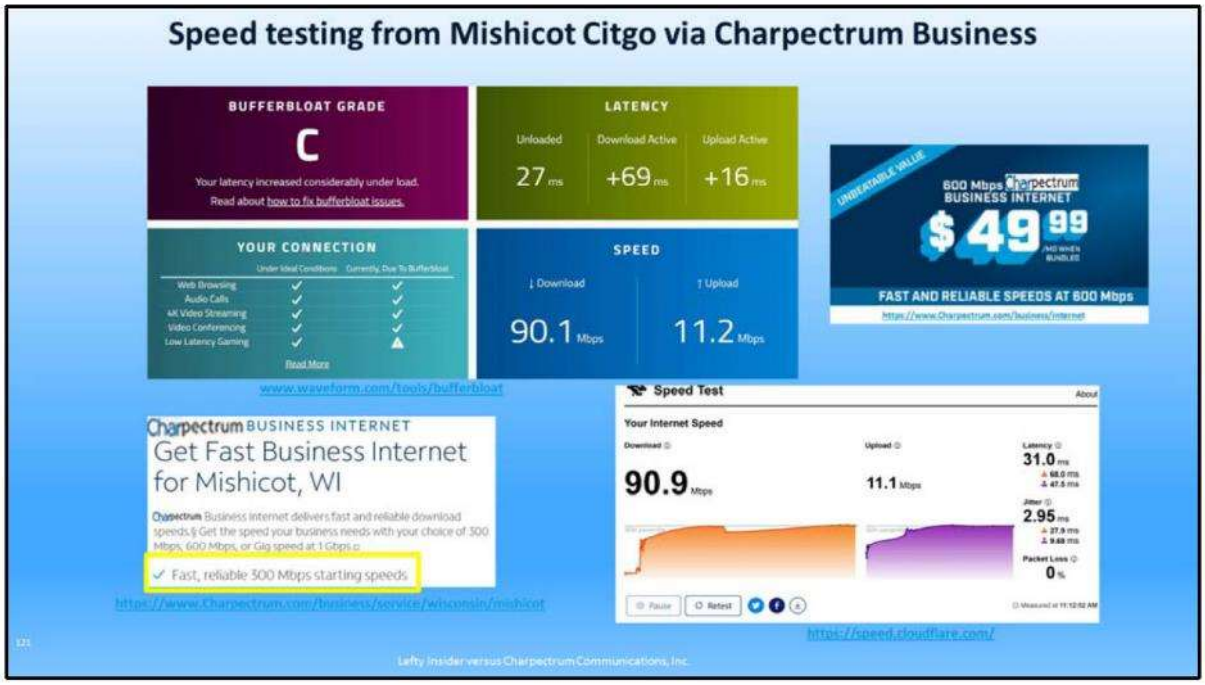
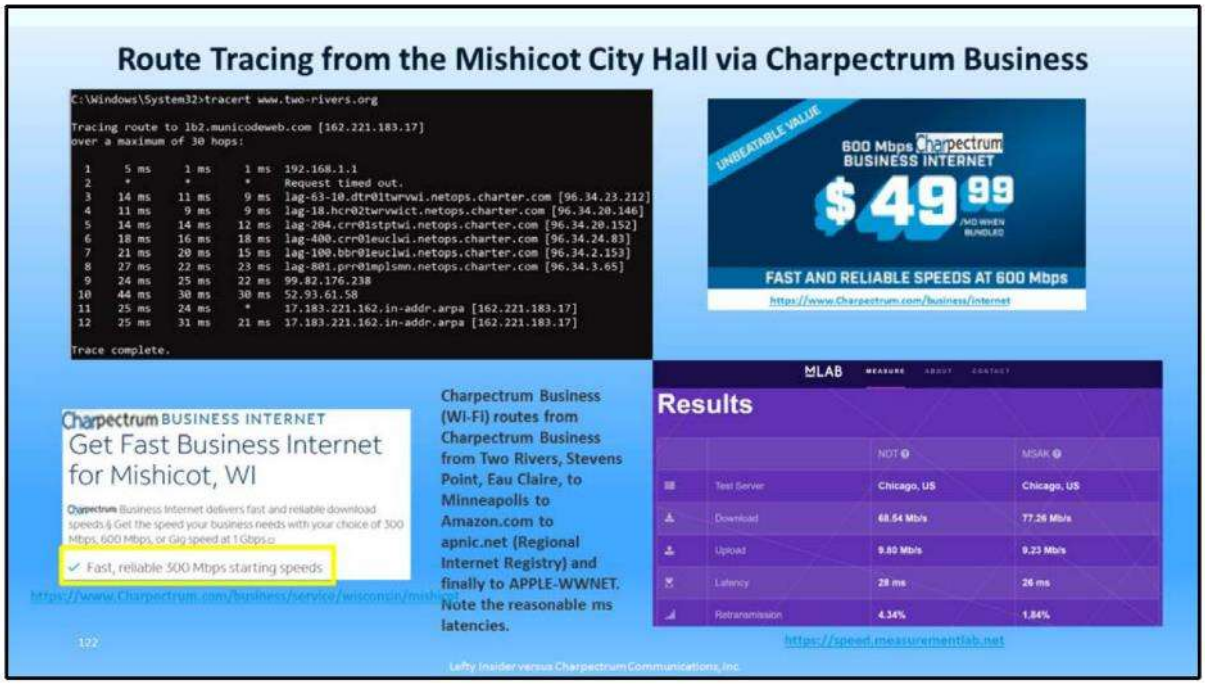
From BF Mishicot, different and shorter routing.



17 hops and not six hops like the bank next door. Note the horrid RTT latencies especially in Chicago.

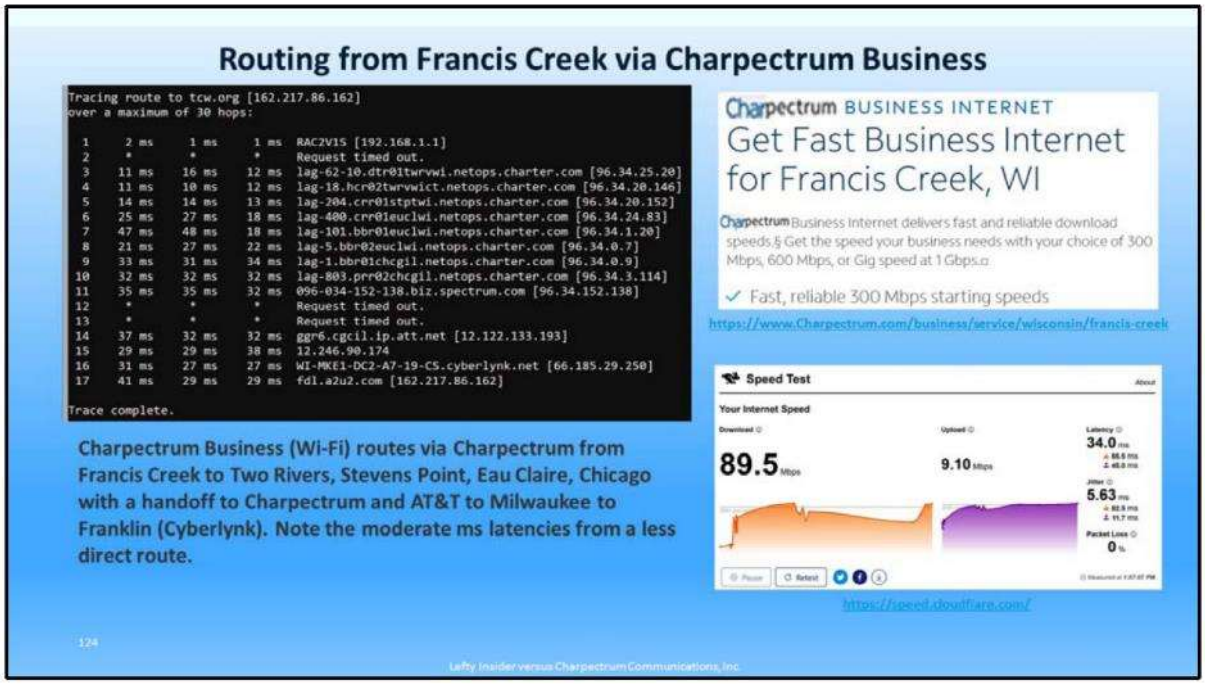


From Mishicot Citgo, grade C on Bufferbloat and speed does not match advertised.

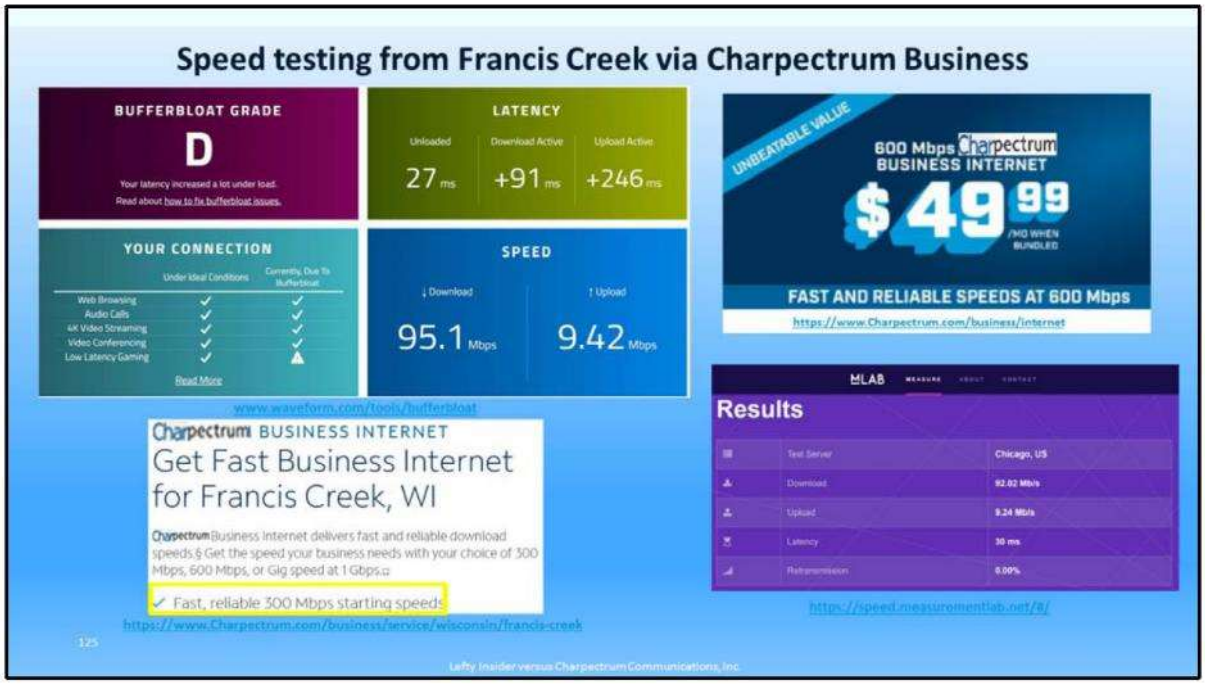


From Mishicot City Hall, grade C on Bufferbloat and speed does not match advertised. 300Mbps starting speed? Really?

From Mishicot City Hall, grade C on Bufferbloat and speed does not match advertised. 300Mbps starting speed? Really?

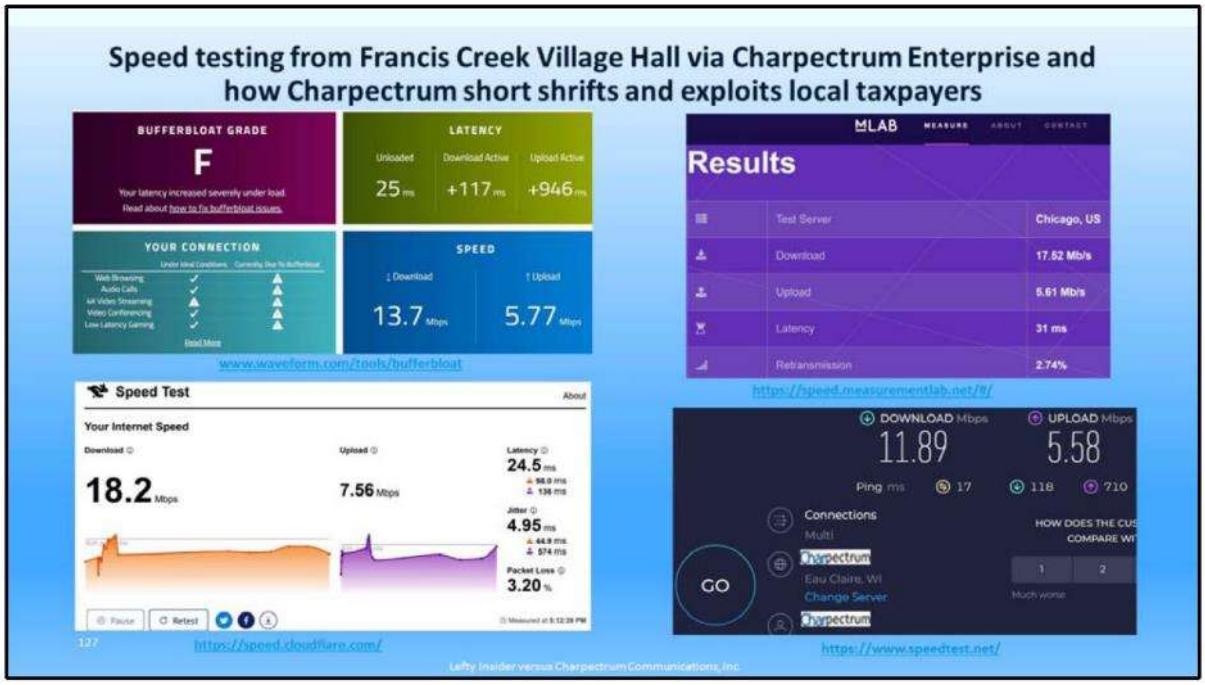


Routing from Family Restaurant in Francis Creek, and speed does not match advertised. Charpectrum left this router open with default username and password.

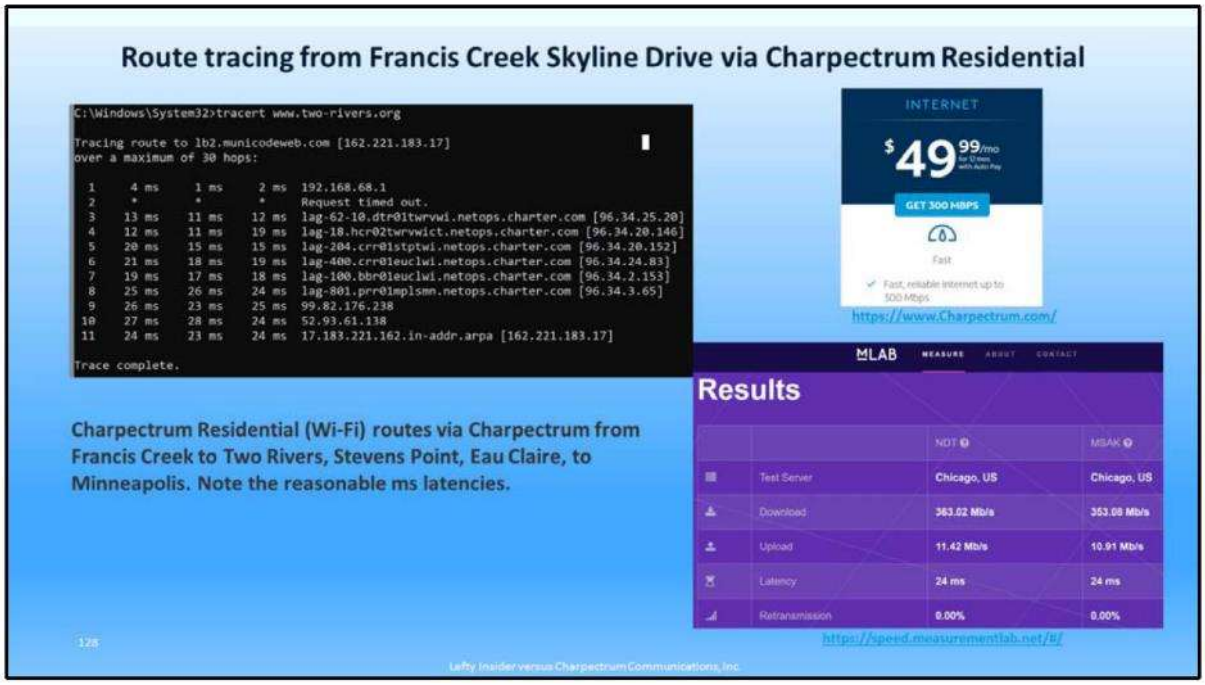


Speed From Family Restaurant Francis Creek, grade D on Bufferbloat and speed does not match advertised.

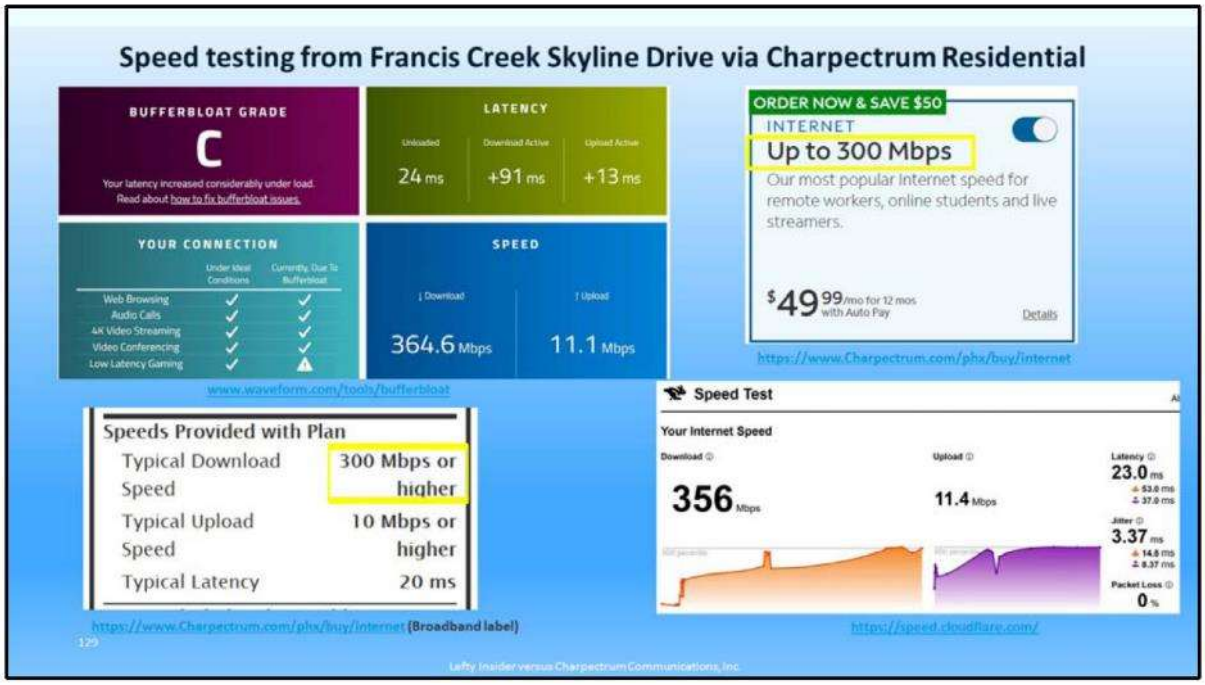
Routing from Francis Creek Village Hall, and speed does not match advertised. Not residential or business, but **Enterprise** service.



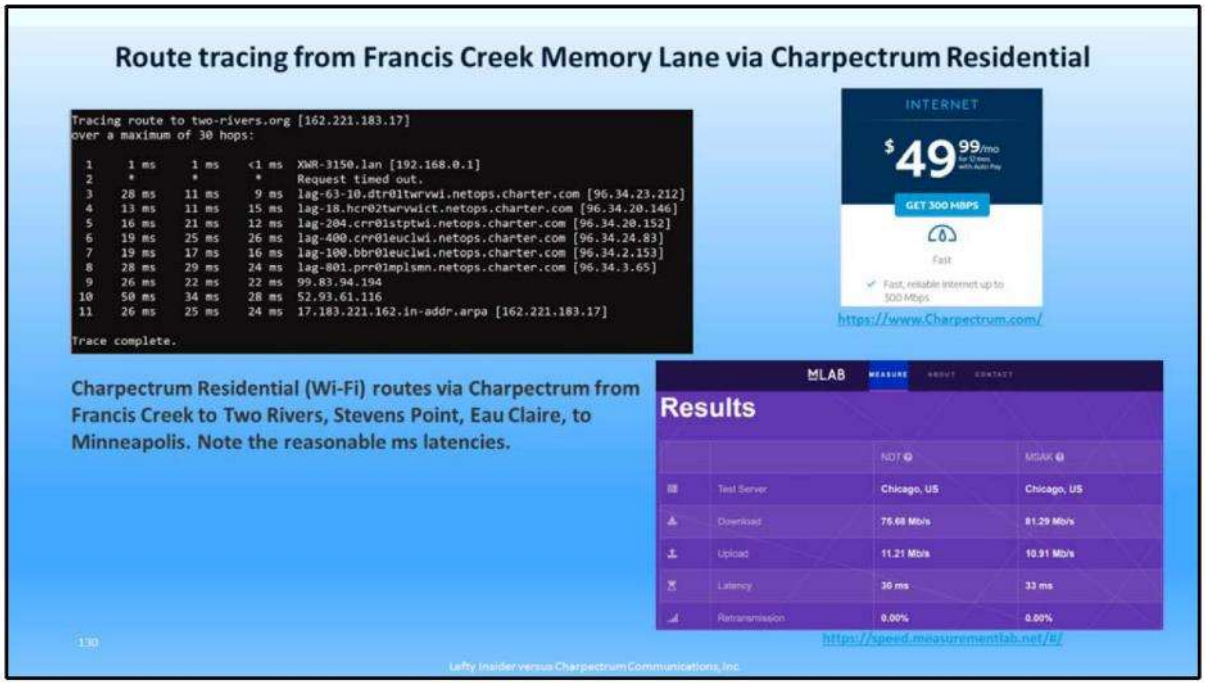
Speed From Francis Creek Village Hall, grade F on Bufferbloat and speed does not match advertised.
Probably an actual old router problem



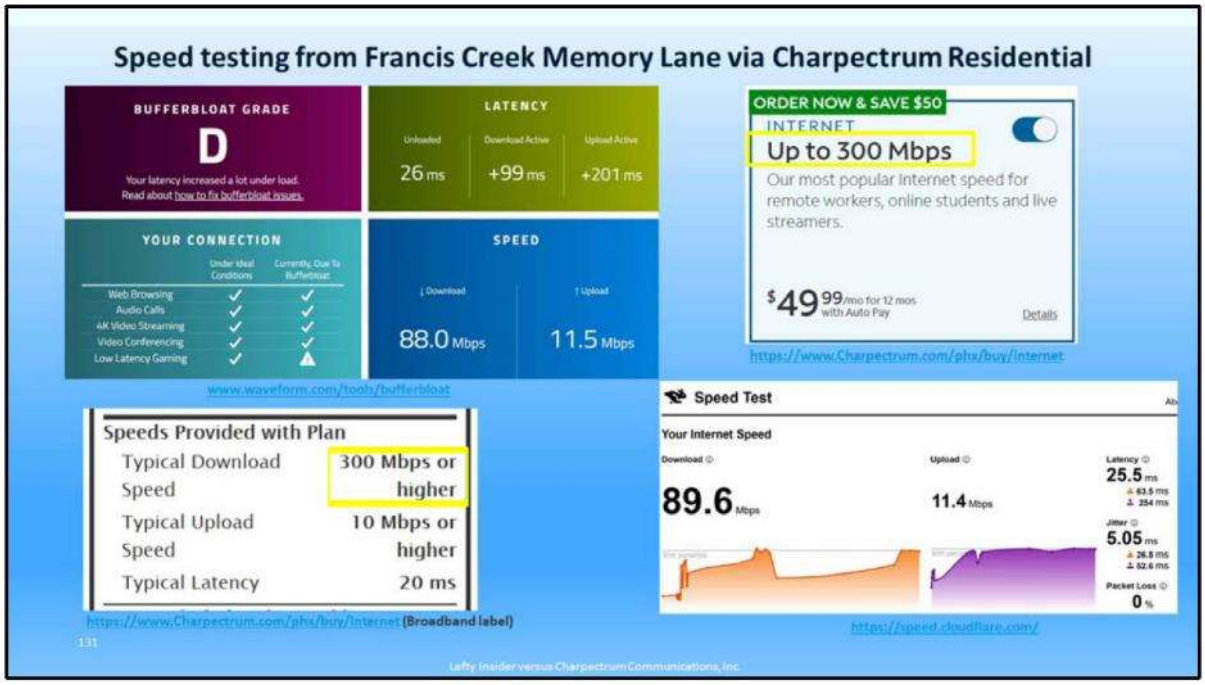
Same routing as all Francis Creek.



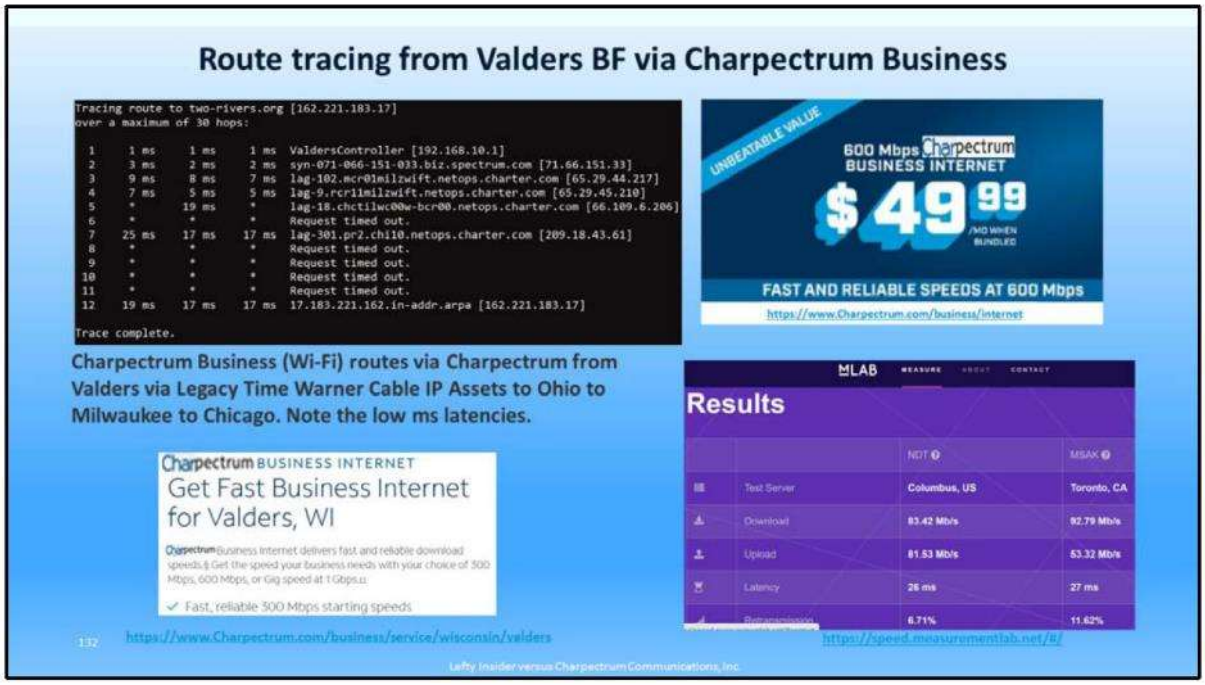
Speed from Skyline Drive. And which is it? 300 or higher or up to?



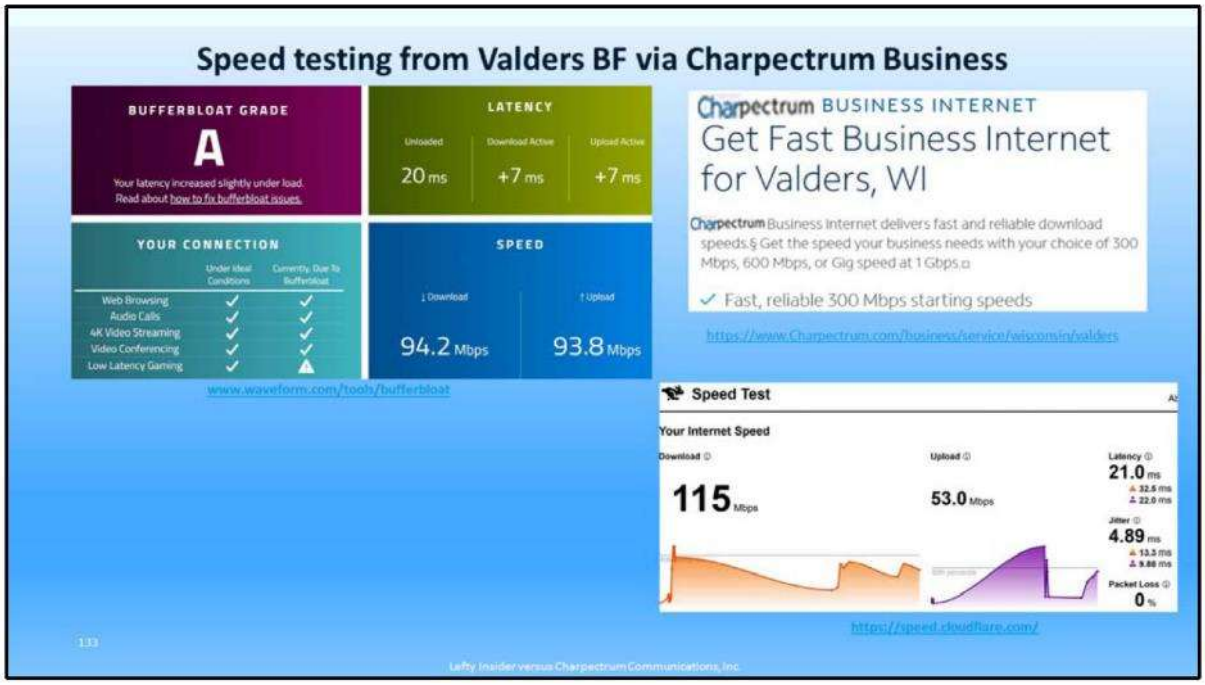
Same routing as all Francis Creek.

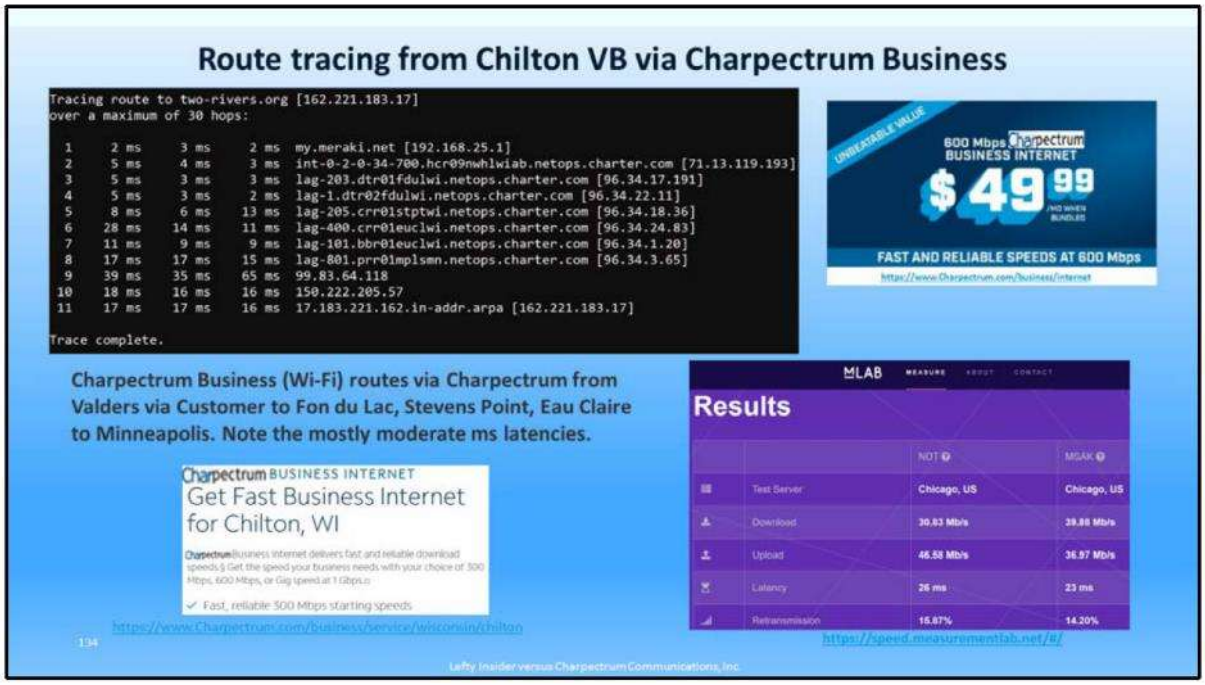


Speed from Skyline Drive. And which is it? 300 or higher or up to?

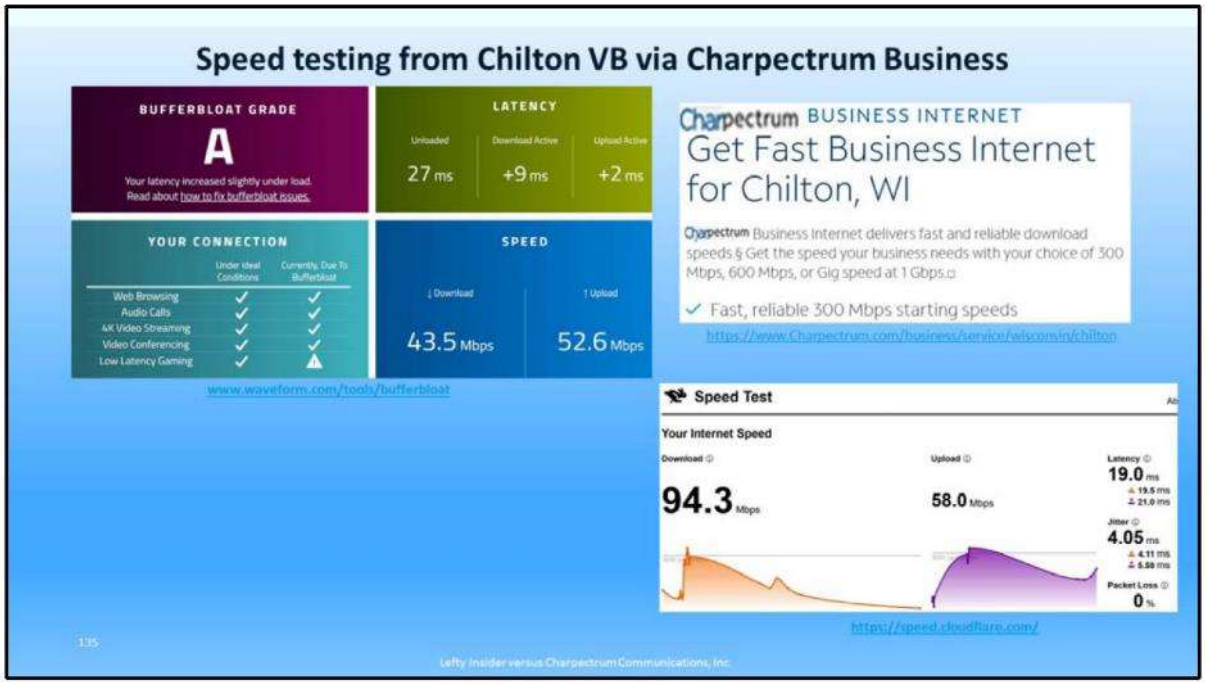


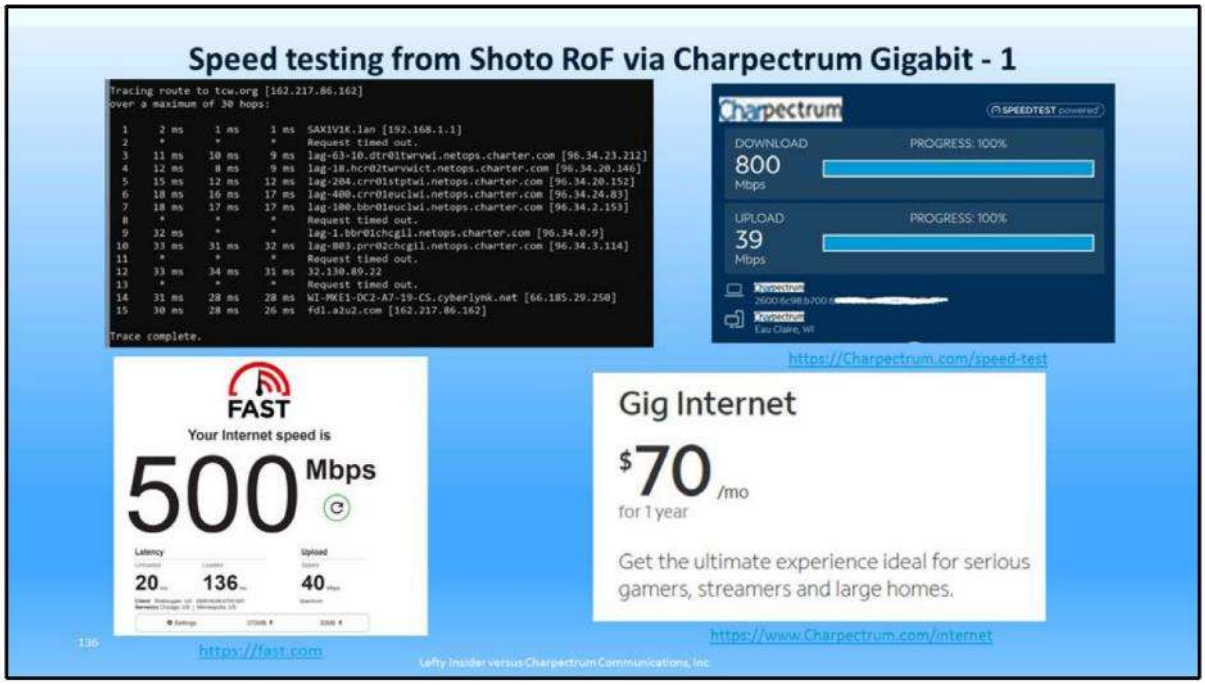
Testing in Ohio and Canada

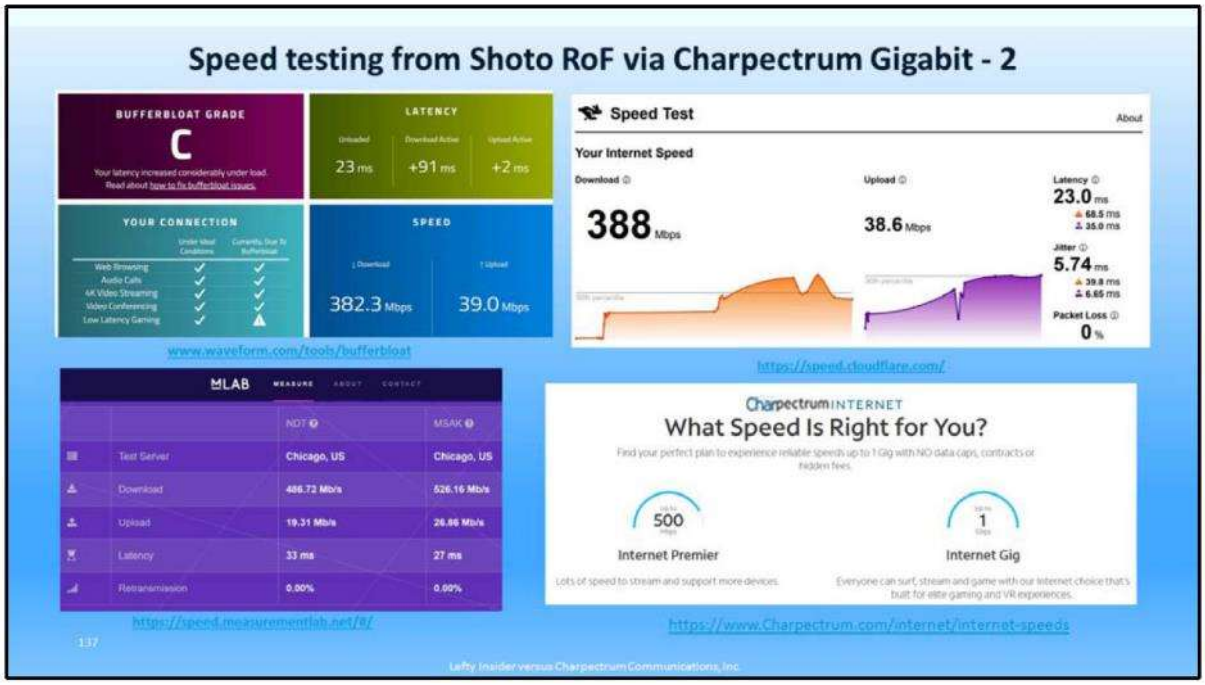

Speed testing from Valders BF via Charpectrum Business
BUFFERBLOAT GRADE
A
Your latency increased slightly under load.
Read about how to fix bufferbloat issues.
LATENCY
Unloaded
Download Active
Upload Active
20 ms
+7 ms
+7 ms
YOUR CONNECTION
Under Ideal Conditions
Currently, Due To Bufferbloat
Web Browsing
Audio Calls
4K Video Streaming
Video Conferencing
Low Latency Gaming
SPEED
↓ Download
↑ Upload
94.2 Mbps
93.8 Mbps
www.waveform.com/tools/bufferbloat
Charpectrum BUSINESS INTERNET
Get Fast Business Internet for Valders, WI
Charpectrum Business Internet delivers fast and reliable download speeds.§ Get the speed your business needs with your choice of 300 Mbps, 600 Mbps, or Gig speed at 1 Gbps.
✓ Fast, reliable 300 Mbps starting speeds
https://www.Charpectrum.com/business/service/wisconsin/valders
Speed Test
Your Internet Speed
Download
115 Mbps
Upload
53.0 Mbps
Latency
21.0 ms
Jitter
4.89 ms
Packet Loss
0 %
https://speed.cloudflare.com/
133
Lefty Insider versus Charpectrum Communications, Inc.

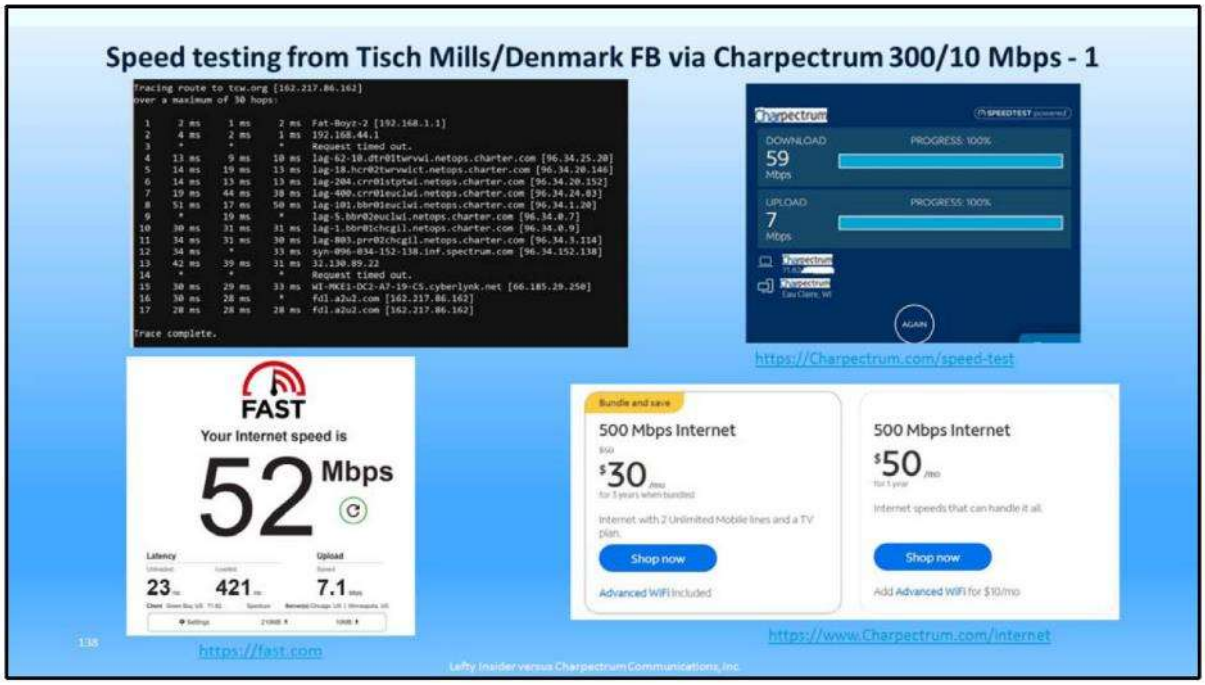


Down slower than up?


Speed testing from Chilton VB via Charpectrum Business
BUFFERBLOAT GRADE
A
Your latency increased slightly under load.
Read about how to fix bufferbloat issues.
LATENCY
Unloaded
27 ms
Download Active
+9 ms
Upload Active
+2 ms
YOUR CONNECTION
Under Ideal Conditions
Currently, Due To Bufferbloat
Web Browsing
Audio Calls
4K Video Streaming
Video Conferencing
Low Latency Gaming
SPEED
↓ Download
43.5 Mbps
↑ Upload
52.6 Mbps
www.waveform.com/tools/bufferbloat
Charpectrum BUSINESS INTERNET
Get Fast Business Internet for Chilton, WI
Charpectrum Business Internet delivers fast and reliable download speeds.§ Get the speed your business needs with your choice of 300 Mbps, 600 Mbps, or Gig speed at 1 Gbps.□
✓ Fast, reliable 300 Mbps starting speeds
https://www.Charpectrum.com/business/service/wisconsin/chilton
Speed Test
Your Internet Speed
Download
94.3 Mbps
Upload
58.0 Mbps
Latency
19.0 ms
Jitter
4.05 ms
Packet Loss
0 %
https://speed.cloudflare.com/
135
Lefty Insider versus Charpectrum Communications, Inc.


Speed testing from Shoto RoF via Charpectrum Gigabit - 1
Tracing route to tcw.org [162.217.86.162]
over a maximum of 30 hops:
1 2 ms 1 ms 1 ms SAX1V1K.lan [192.168.1.1]
2 * * * Request timed out.
3 11 ms 10 ms 9 ms lag-63-10.dtr01twrvwi.netops.charter.com [96.34.23.212]
4 12 ms 8 ms 9 ms lag-18.hcr02twrvwict.netops.charter.com [96.34.20.146]
5 15 ms 12 ms 12 ms lag-204.crr01stptwi.netops.charter.com [96.34.20.152]
6 18 ms 16 ms 17 ms lag-400.crr01eauclwi.netops.charter.com [96.34.24.83]
7 18 ms 17 ms 17 ms lag-100.bbr01eauclwi.netops.charter.com [96.34.2.153]
8 * * * Request timed out.
9 32 ms * * lag-1.bbr01chcgil.netops.charter.com [96.34.0.9]
10 33 ms 31 ms 32 ms lag-803.prr01chcgil.netops.charter.com [96.34.3.114]
11 * * * Request timed out.
12 33 ms 34 ms 31 ms 32.130.89.22
13 * * * Request timed out.
14 31 ms 28 ms 28 ms WI-MKE1-DC2-A7-19-CS.cyberlynk.net [66.185.29.250]
15 30 ms 28 ms 26 ms fdl.a2u2.com [162.217.86.162]
Trace complete.
Charpectrum
SPEEDTEST powered
DOWNLOAD
800
Mbps
PROGRESS: 100%
UPLOAD
39
Mbps
PROGRESS: 100%
https://Charpectrum.com/speed-test
FAST
Your Internet speed is
500 Mbps
Latency
20
136
Upload
40
https://fast.com
Gig Internet
$70 /mo
for 1 year
Get the ultimate experience ideal for serious gamers, streamers and large homes.
https://www.Charpectrum.com/internet
136
Lefty Insider versus Charpectrum Communications, Inc.


Speed testing from Shoto RoF via Charpectrum Gigabit - 2
BUFFERBLOAT GRADE
C
Your latency increased considerably under load.
Read about how to fix bufferbloat issues.
LATENCY
Unloaded
23 ms
Download Active
+91 ms
Upload Active
+2 ms
YOUR CONNECTION
Under Ideal Conditions
Currently, Due To Bufferbloat
Web Browsing
Audio Calls
4K Video Streaming
Video Conferencing
Low Latency Gaming
SPEED
↓ Download
382.3 Mbps
↑ Upload
39.0 Mbps
www.waveform.com/tools/bufferbloat
Speed Test
About
Your Internet Speed
Download
388 Mbps
Upload
38.6 Mbps
Latency
23.0 ms
68.5 ms
35.0 ms
Jitter
5.74 ms
39.8 ms
6.65 ms
Packet Loss
0 %
https://speed.cloudflare.com/
MLAB
MEASURE
ABOUT
CONTACT
NDT
MSAK
Test Server
Chicago, US
Chicago, US
Download
486.72 Mb/s
526.16 Mb/s
Upload
19.31 Mb/s
26.86 Mb/s
Latency
33 ms
27 ms
Retransmission
0.00%
0.00%
https://speed.measurementlab.net/#/
CharpectrumINTERNET
What Speed Is Right for You?
Find your perfect plan to experience reliable speeds up to 1 Gig with NO data caps, contracts or hidden fees.
Up to 500 Mbps
Internet Premier
Lots of speed to stream and support more devices.
1 Gig
Internet Gig
Everyone can surf, stream and game with our Internet choice that's built for elite gaming and VR experiences.
https://www.Charpectrum.com/internet/internet-speeds
137
Lefty Insider versus Charpectrum Communications, Inc.


Speed testing from Tisch Mills/Denmark FB via Charpectrum 300/10 Mbps - 1
Tracing route to tcw.org [162.217.86.162]
over a maximum of 30 hops:
1 2 ms 1 ms 2 ms Fat-Boyz-2 [192.168.1.1]
2 4 ms 2 ms 1 ms 192.168.44.1
3 * * * Request timed out.
4 13 ms 9 ms 10 ms lag-62-10.dtr01twrvwi.netops.charter.com [96.34.25.20]
5 14 ms 19 ms 13 ms lag-18.hcr02twrvwict.netops.charter.com [96.34.20.146]
6 14 ms 13 ms 13 ms lag-204.crr01stptwi.netops.charter.com [96.34.20.152]
7 19 ms 44 ms 38 ms lag-400.crr01eauciwi.netops.charter.com [96.34.24.83]
8 51 ms 17 ms 50 ms lag-101.bbr01eauciwi.netops.charter.com [96.34.1.20]
9 * 19 ms * lag-5.bbr02euclwi.netops.charter.com [96.34.0.7]
10 30 ms 31 ms 31 ms lag-1.bbr01chcgil.netops.charter.com [96.34.0.9]
11 34 ms 31 ms 30 ms lag-803.prr02chcgil.netops.charter.com [96.34.9.114]
12 34 ms * 33 ms syn-096-034-152-138.inf.spectrum.com [96.34.152.138]
13 42 ms 39 ms 31 ms 32.130.89.22
14 * * * Request timed out.
15 30 ms 29 ms 33 ms WI-MKE1-DC2-A7-19-CS.cyberlynk.net [66.185.29.250]
16 30 ms 28 ms * fd1.a2u2.com [162.217.86.162]
17 28 ms 28 ms 28 ms fd1.a2u2.com [162.217.86.162]
Trace complete.
Charpectrum
DOWNLOAD
59
Mbps
PROGRESS: 100%
UPLOAD
7
Mbps
PROGRESS: 100%
AGAIN
https://Charpectrum.com/speed-test
FAST
Your Internet speed is
52 Mbps
Latency
23
Upload
7.1
421
https://fast.com
Bundle and save
500 Mbps Internet
$30 /mo
for 3 years when bundled
Internet with 2 Unlimited Mobile lines and a TV plan.
Shop now
Advanced WiFi Included
500 Mbps Internet
$50 /mo
for 1 year
Internet speeds that can handle it all.
Shop now
Add Advanced WiFi for $10/mo
https://www.Charpectrum.com/internet
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Lefty Insider versus Charpectrum Communications, Inc

Speed testing from Tisch Mills/Denmark FB via Charpectrum 300/10 Mbps - 2
BUFFERBLOAT GRADE
C
Your latency increased considerably under load.
Read about how to fix bufferbloat issues.
LATENCY
Unloaded
Download Active
Upload Active
32 ms
+93 ms
+62 ms
YOUR CONNECTION
Under Ideal Conditions
Currently Due To Bufferbloat
Web Browsing
Audio Calls
4K Video Streaming
Video Conferencing
Low Latency Gaming
SPEED
↓ Download
↑ Upload
29.8 Mbps
6.77 Mbps
www.waveform.com/tools/bufferbloat
Speed Test
About
Your Internet Speed
Download
62.3 Mbps
Upload
6.99 Mbps
Latency
39.0 ms
69.5 ms
113 ms
Jitter
58.8 ms
38.9 ms
126 ms
Packet Loss
0 %
https://speed.cloudflare.com/
NDT
M-Lab
Test Server
Chicago, US
Chicago, US
Download
97.17 Mb/s
61.09 Mb/s
Upload
6.88 Mb/s
6.29 Mb/s
Latency
34 ms
33 ms
Retransmission
0.00%
0.00%
https://speed.measurementlab.net/#/
Charpectrum BUSINESS INTERNET
Get Fast Business Internet for Denmark, WI
Charpectrum Business Internet delivers fast and reliable download speeds.§ Get the speed your business needs with your choice of 300 Mbps, 600 Mbps, or Gig speed at 1 Gbps.
Fast, reliable 300 Mbps starting speeds
https://www.Charpectrum.com/business/service/wisconsin/denmark
139
Lefty Insider versus Charpectrum Communications, Inc.

Speed testing from Maribel Gdy's via Charpectrum 300/10 Mbps - 1

```
Tracing route to tsw.org [162.217.86.162]
over a maximum of 30 hops:

  1    5 ms   122 ms     3 ms  router.charter.net [192.168.1.1]
  2    *        *        *     Request timed out.
  3   11 ms    22 ms    10 ms  lag-63-10.dtr01twrvwi.netops.charter.com [96.34.23.212]
  4   14 ms    10 ms    10 ms  lag-19.hcr01twrvwict.netops.charter.com [159.111.150.158]
  5   18 ms    21 ms    17 ms  lag-223.crr01fthgwi.netops.charter.com [96.34.20.150]
  6   23 ms    22 ms    34 ms  lag-700.crr01rochmn.netops.charter.com [96.34.25.137]
  7   28 ms    26 ms    28 ms  lag-207.crr01stcdmn.netops.charter.com [96.34.25.0]
  8    *        *        *     Request timed out.
  9   59 ms    53 ms    58 ms  lag-1.bbr02chcgil.netops.charter.com [96.34.1.149]
 10   59 ms    55 ms    55 ms  lag-804.prr02chcgil.netops.charter.com [96.34.3.123]
 11   55 ms    56 ms    62 ms  syn-096-034-152-138.inf.spectrum.com [96.34.152.138]
 12   58 ms    54 ms    53 ms  92.130.89.22
 13    *        *        *     Request timed out.
 14   47 ms    44 ms    39 ms  WI-MKE1-DC2-A5-18-CS.cyberlynk.net [66.185.29.202]
 15   43 ms    40 ms    39 ms  fdl.a2u2.com [162.217.86.162]

Trace complete.
```

Routing change Two Rivers, WI to a FTBGWI" stands for "Fifth Tier Backbone Gateway Interface (secret location unknown but probably Eau Claire) to Rochester, MN to St. Cloud, MN to Chicago and then Milwaukee. A long and winding road for sure.

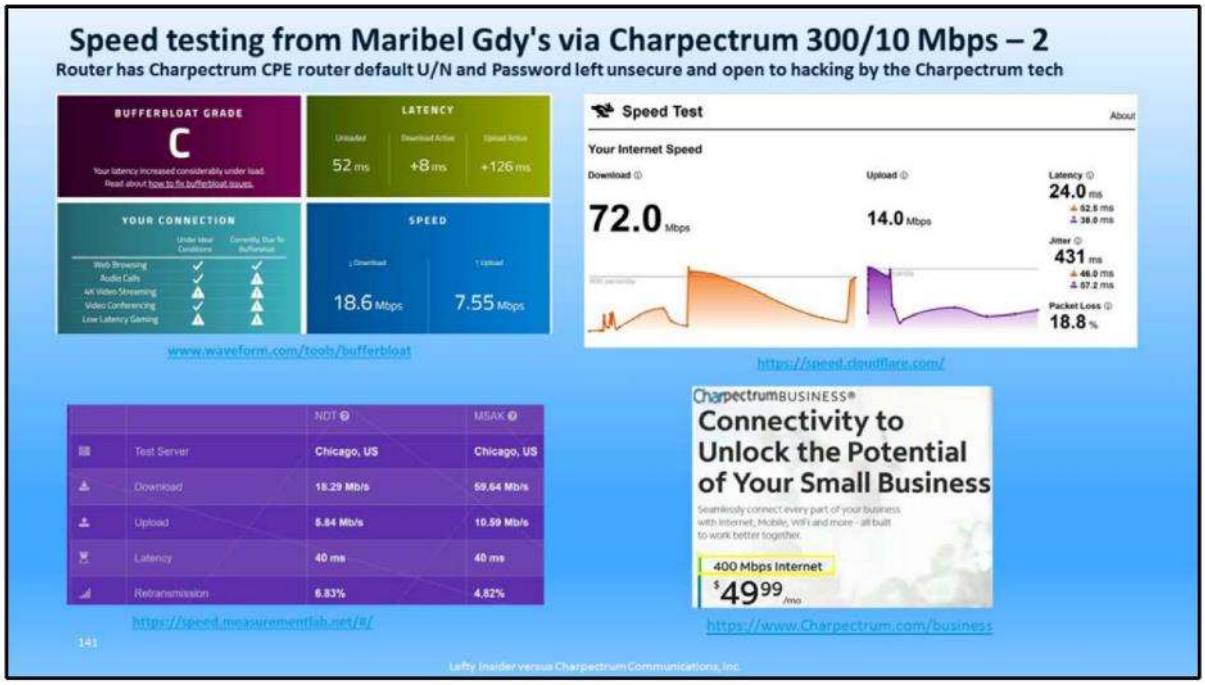
https://Charpectrum.com/speed-test

https://www.hostingsupport.io

https://www.Charpectrum.com/business/service/wisconsin/maribel

140

Lefty Insider versus Charpectrum Communications, Inc


Speed testing from Maribel Gdy's via Charpectrum 300/10 Mbps – 2
Router has Charpectrum CPE router default U/N and Password left unsecure and open to hacking by the Charpectrum tech
BUFFERBLOAT GRADE
C
Your latency increased considerably under load.
Read about how to fix bufferbloat issues.
LATENCY
Unloaded
Download Active
Upload Active
52 ms
+8 ms
+126 ms
YOUR CONNECTION
Under Idle Conditions
Currently, Due To Bufferbloat
Web Browsing
Audio Calls
4K Video Streaming
Video Conferencing
Low Latency Gaming
SPEED
↓ Download
↑ Upload
18.6 Mbps
7.55 Mbps
www.waveform.com/tools/bufferbloat
Speed Test
About
Your Internet Speed
Download
72.0 Mbps
Upload
14.0 Mbps
Latency
24.0 ms
52.5 ms
38.0 ms
Jitter
431 ms
46.0 ms
57.2 ms
Packet Loss
18.8 %
https://speed.cloudflare.com/
NDT
MSAK
Test Server
Chicago, US
Chicago, US
Download
18.29 Mb/s
59.64 Mb/s
Upload
5.84 Mb/s
10.59 Mb/s
Latency
40 ms
40 ms
Retransmission
6.83%
4.82%
https://speed.measurementlab.net/#/
CharpectrumBUSINESS®
Connectivity to Unlock the Potential of Your Small Business
Seamlessly connect every part of your business with Internet, Mobile, WiFi and more - all built to work better together.
400 Mbps Internet
$49.99/mo
https://www.Charpectrum.com/business
141
Lefty Insider versus Charpectrum Communications, Inc

Speed testing from Maribel B-UP via Charpectrum 300/10 Mbps - 1

```
Tracing route to tcw.org [162.217.86.162]
over a maximum of 30 hops:

  1    1 ms    1 ms    1 ms  SAGEMCOM [192.168.1.1]
  2    *       *       *     Request timed out.
  3   12 ms   10 ms    9 ms  lag-63-10.dtr01twrvwi.netops.charter.com [96.34.23.212]
  4   12 ms    9 ms   11 ms  lag-19.hcr01twrvwict.netops.charter.com [159.111.150.158]
  5   18 ms   16 ms   14 ms  lag-223.crr01ftbgwi.netops.charter.com [96.34.20.150]
  6   23 ms   20 ms   20 ms  lag-700.crr01rochmn.netops.charter.com [96.34.25.137]
  7   26 ms   25 ms   25 ms  lag-207.crr01stcdmn.netops.charter.com [96.34.25.0]
  8    *       *       *     Request timed out.
  9   54 ms   51 ms   52 ms  lag-1.bbr02chcgil.netops.charter.com [96.34.1.149]
 10   54 ms   50 ms   51 ms  lag-804.prr02chcgil.netops.charter.com [96.34.3.123]
 11    *      56 ms   63 ms  syn-096-034-152-138.inf.spectrum.com [96.34.152.138]
 12   55 ms   69 ms   67 ms  52.130.89.22
 13    *       *       *     Request timed out.
 14   41 ms   39 ms   38 ms  WI-MK11-DC2-AS-18-CS.cyberlynk.net [66.185.29.202]
 15   42 ms   38 ms   37 ms  fd1.a2u2.com [162.217.86.162]

Trace complete.
```

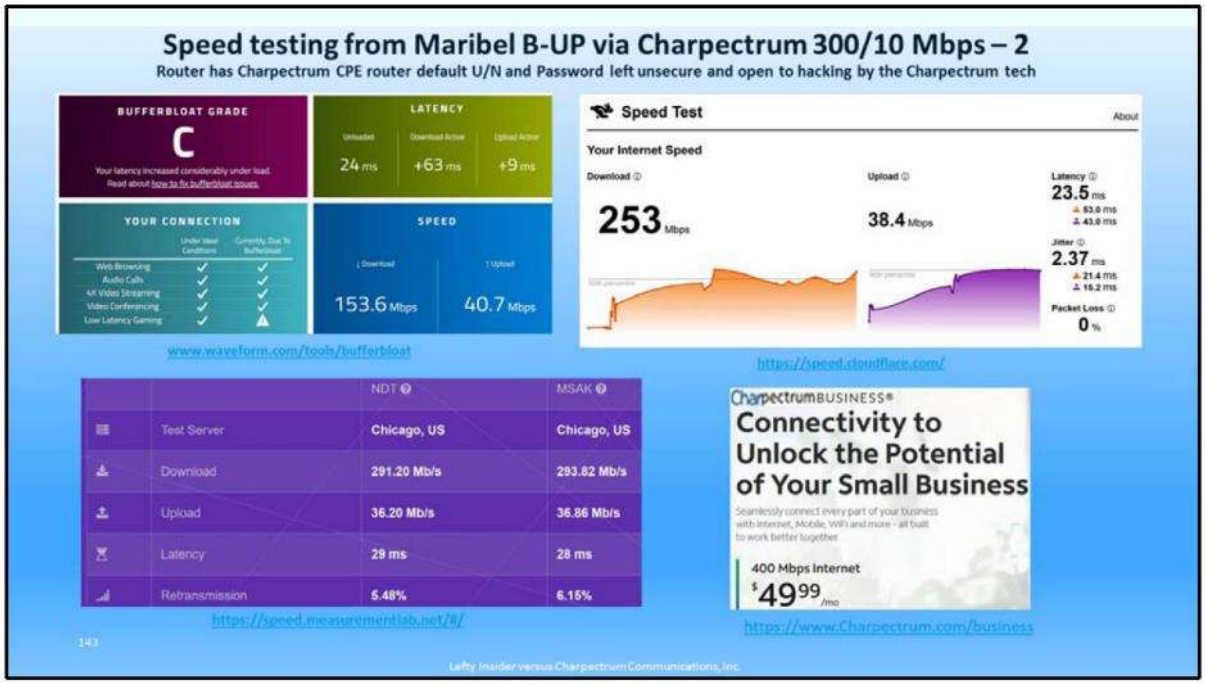
Routing change Two Rivers, WI to a FTBGWI" stands for "Fifth Tier Backbone Gateway Interface (secret location unknown but probably Eau Claire) to Rochester, MN to St. Cloud, MN to Chicago and then Milwaukee. A long and winding road for sure.

https://Charpectrum.com/speed-

https://www.hoistingsupport.io

142

Lefty Insider versus Charpectrum Communications, Inc


Speed testing from Maribel B-UP via Charpectrum 300/10 Mbps – 2
Router has Charpectrum CPE router default U/N and Password left unsecure and open to hacking by the Charpectrum tech
BUFFERBLOAT GRADE
C
Your latency increased considerably under load.
Read about how to fix bufferbloat issues.
LATENCY
Unloaded
Download Active
Upload Active
24 ms
+63 ms
+9 ms
YOUR CONNECTION
Under Ideal Conditions
Currently, Due To Bufferbloat
Web Browsing
Audio Calls
4K Video Streaming
Video Conferencing
Low Latency Gaming
SPEED
↓ Download
↑ Upload
153.6 Mbps
40.7 Mbps
www.waveform.com/tools/bufferbloat
Speed Test
About
Your Internet Speed
Download
253 Mbps
Upload
38.4 Mbps
Latency
23.5 ms
53.0 ms
43.0 ms
Jitter
2.37 ms
21.4 ms
16.2 ms
Packet Loss
0 %
https://speed.cloudflare.com/
NDT
MSAK
Test Server
Chicago, US
Chicago, US
Download
291.20 Mb/s
293.82 Mb/s
Upload
36.20 Mb/s
36.86 Mb/s
Latency
29 ms
28 ms
Retransmission
5.48%
6.15%
https://speed.measurementlab.net/#/
CharpectrumBUSINESS®
Connectivity to Unlock the Potential of Your Small Business
Seamlessly connect every part of your business with Internet, Mobile, WiFi and more - all built to work better together
400 Mbps Internet
$49.99/mo
https://www.Charpectrum.com/business
143
Lefty Insider versus Charpectrum Communications, Inc

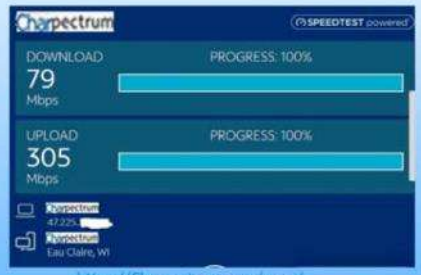
Speed testing from Denmark FB via Charpectrum Business 300/300 Mbps - 1

```
Tracing route to tcw.org [162.217.86.162]
over a maximum of 30 hops:

  1     1 ms     1 ms     1 ms  setup.ubnt.com [192.168.1.1]
  2     4 ms     2 ms     2 ms  syn-047-225-235-081.biz.spectrum.com [47.225.235.81]
  3    12 ms    11 ms    10 ms  syn-065-189-180-243.biz.spectrum.com [65.189.180.243]
  4    12 ms    15 ms    11 ms  syn-067-052-005-114.biz.spectrum.com [67.52.5.114]
  5    12 ms    10 ms    10 ms  WI-MKE1-DC2-A7-19-CS.cyberlynk.net [66.185.29.254]
  6    12 ms    10 ms    10 ms  fd1.a2u2.com [162.217.86.162]

Trace complete.
```

Six hops, low latency, no long and winding path via Eau Claire. Direct to Chicago and then Milwaukee. Erratic down and up speeds however.



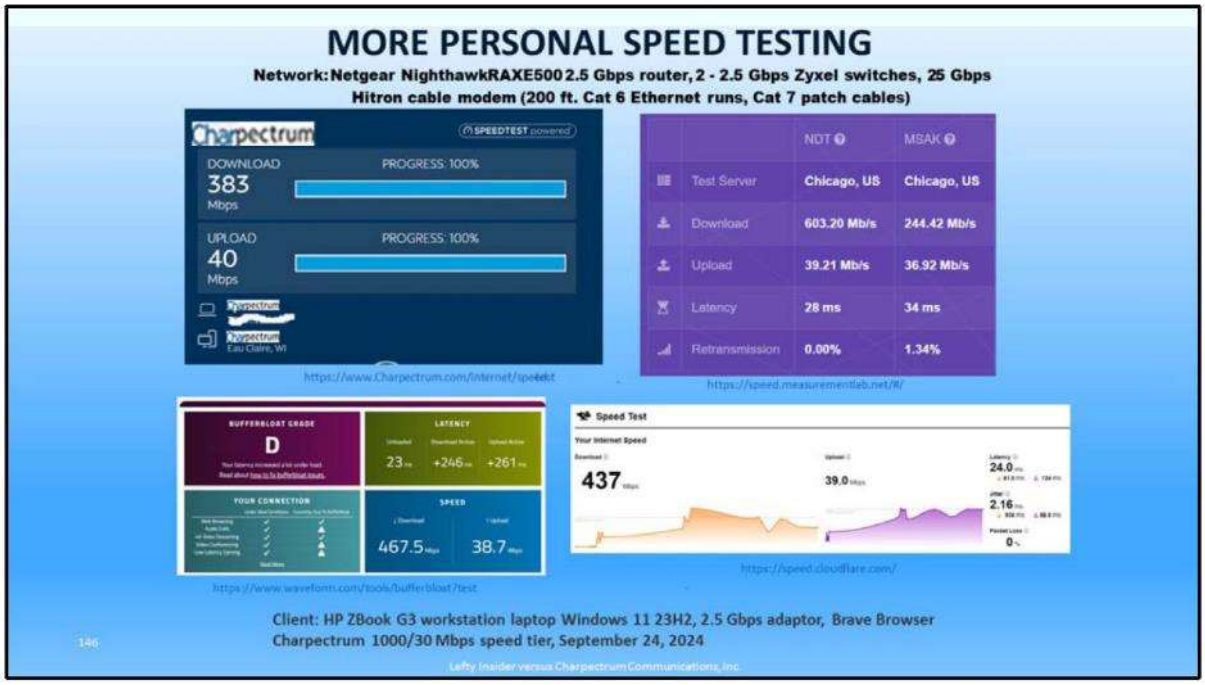
https://Charpectrum.com/speed-

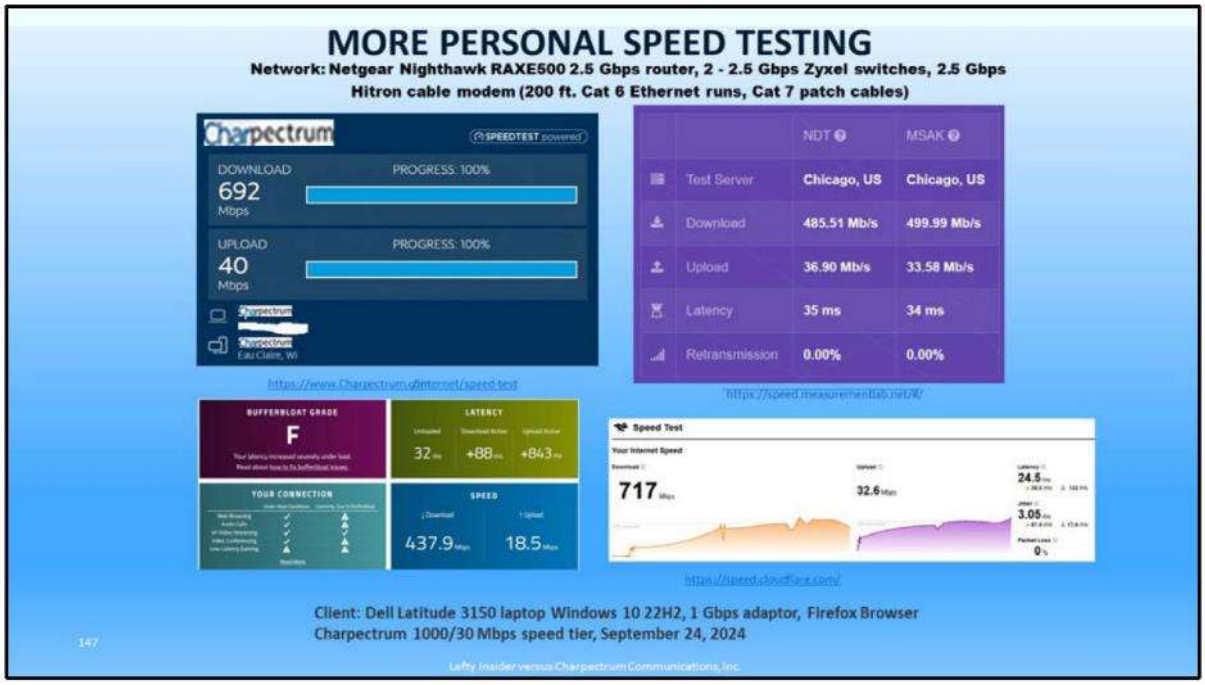
https://fast.com

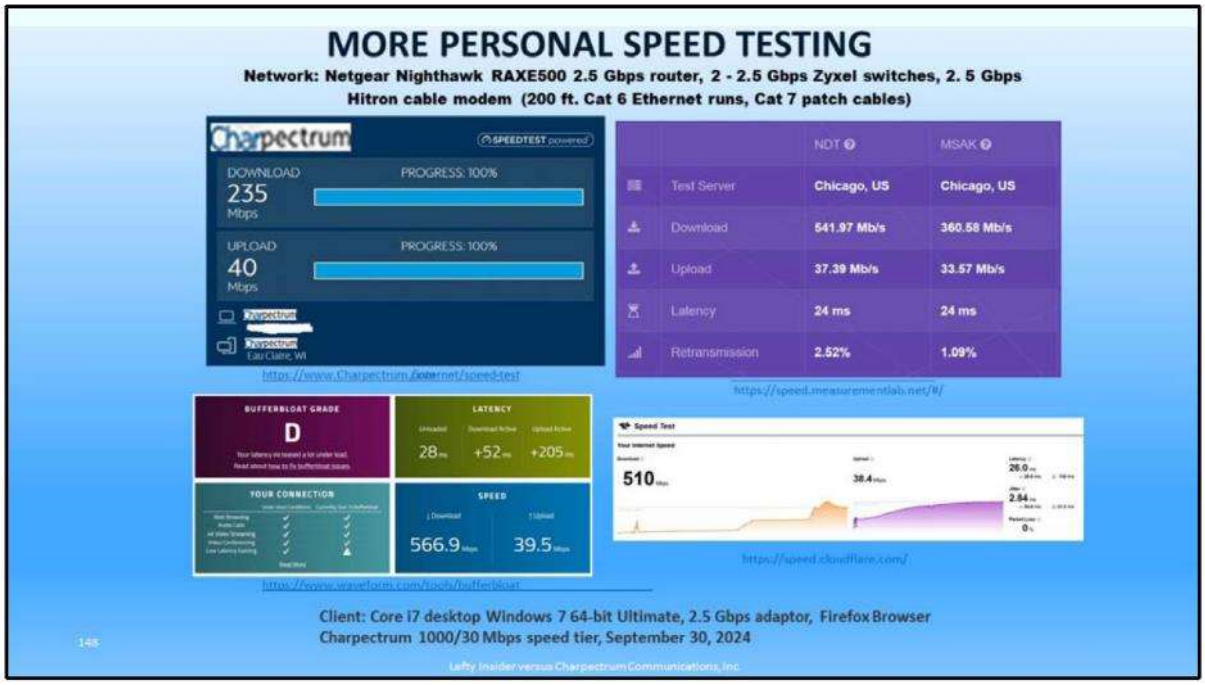
		NDT	MSAK
	Test Server	Chicago, US	Chicago, US
	Download	247.11 Mb/s	187.48 Mb/s
	Upload	265.97 Mb/s	184.66 Mb/s
	Latency	28 ms	18 ms
	Retransmission	1.92%	2.57%

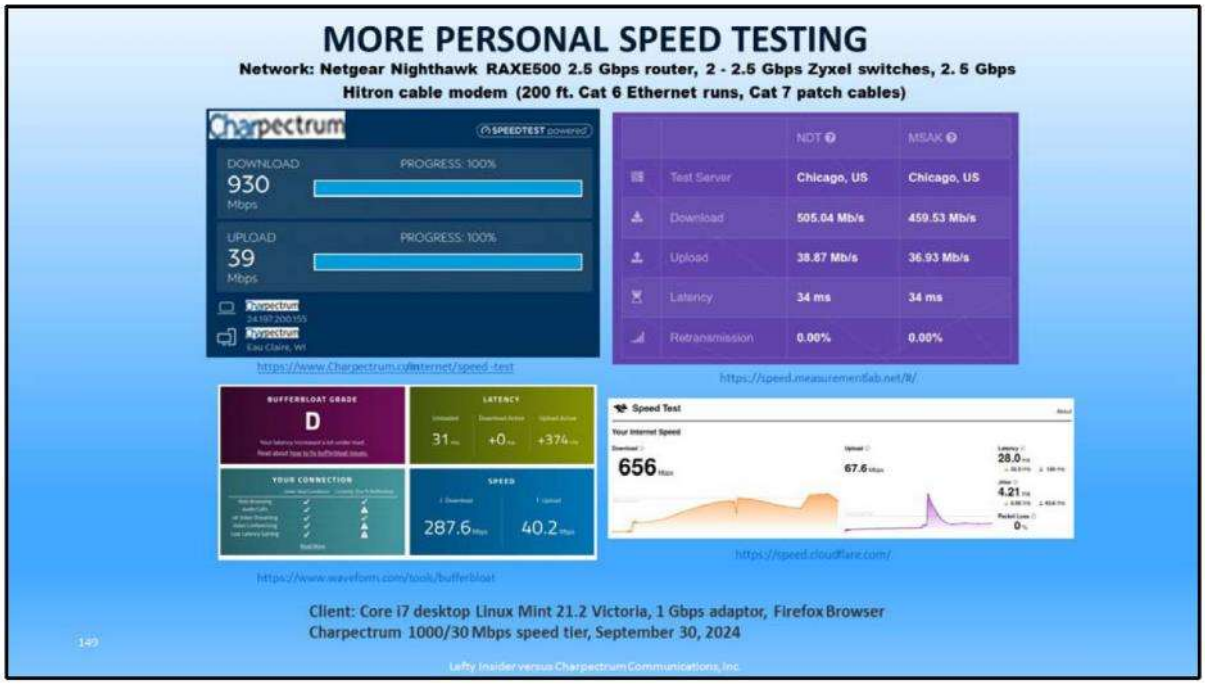
https://speed.measurementlab.net/#/

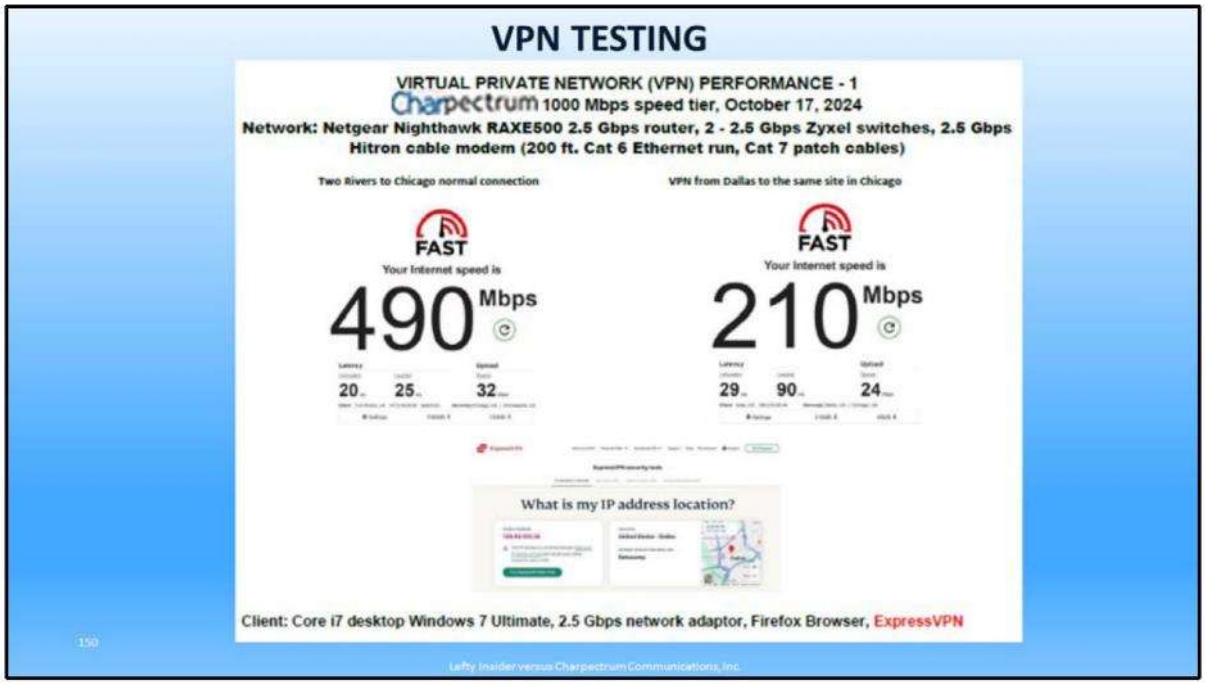
Speed testing from Denmark FB via Charpectrum Business 300/300 Mbps - 2
BUFFERBLOAT GRADE
D
LATENCY
31 ms
+57 ms
+213 ms
YOUR CONNECTION
SPEED
249.2 Mbps
251.3 Mbps
www.waveform.com/tools/bufferbloat
Speed Test
About
Your Internet Speed
Download
259 Mbps
Upload
283 Mbps
Latency
29.0 ms
Jitter
1.79 ms
Packet Loss
0 %
https://speed.cloudflare.com/
Hosting Support
Your IP address is 47.225.
START OVER
https://www.hostingsupport.io
Charpectrum BUSINESS INTERNET
Get Fast Business Internet for Denmark, WI
Charpectrum Business Internet delivers fast and reliable download speeds.§ Get the speed your business needs with your choice of 300 Mbps, 600 Mbps, or Gig speed at 1 Gbps.
Fast, reliable 300 Mbps starting speeds
https://www.Charpectrum.com/business/service/wisconsin/denmark
145
Lefty Insider versus Charpectrum Communications, Inc

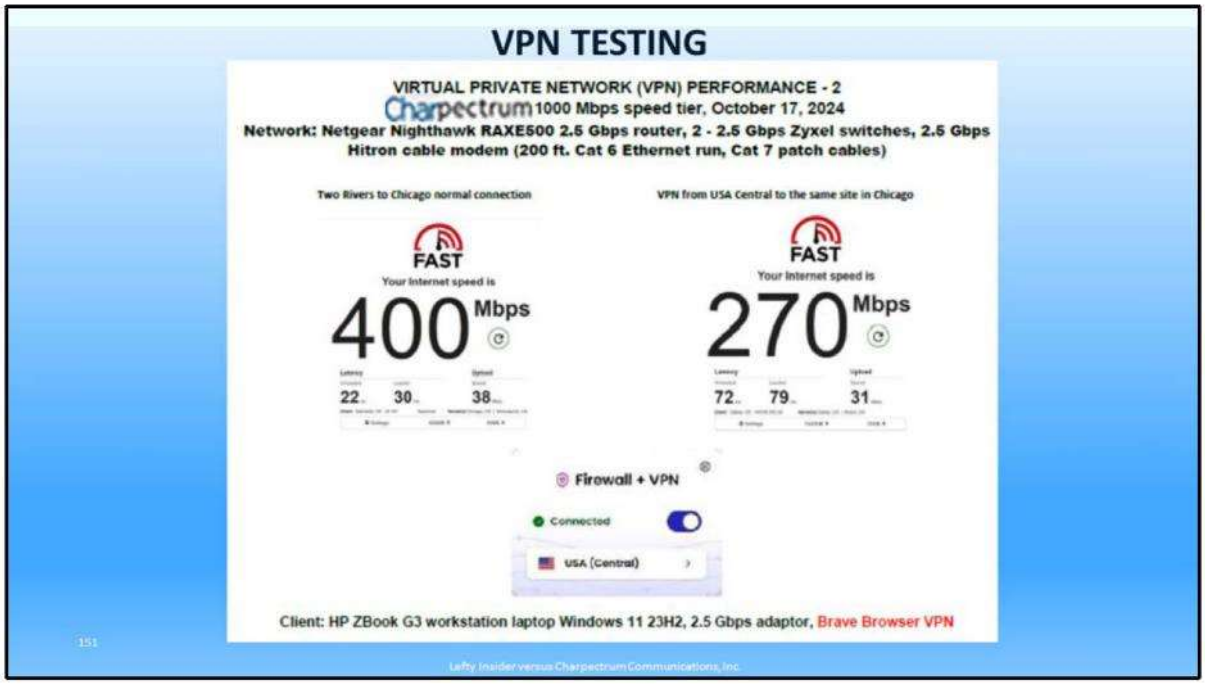

MORE PERSONAL SPEED TESTING
Network: Netgear NighthawkRAXE500 2.5 Gbps router, 2 - 2.5 Gbps Zyxel switches, 25 Gbps
Hitron cable modem (200 ft. Cat 6 Ethernet runs, Cat 7 patch cables)
Charpectrum
SPEEDTEST powered
DOWNLOAD
383
Mbps
PROGRESS: 100%
UPLOAD
40
Mbps
PROGRESS: 100%
Charpectrum
Charpectrum
Eau Claire, WI
https://www.Charpectrum.com/internet/speedtest
NDT
MSAK
Test Server
Chicago, US
Chicago, US
Download
603.20 Mb/s
244.42 Mb/s
Upload
39.21 Mb/s
36.92 Mb/s
Latency
28 ms
34 ms
Retransmission
0.00%
1.34%
https://speed.measurementlab.net/#/
BUFFERBLOAT GRADE
D
LATENCY
23
+246
+261
YOUR CONNECTION
SPEED
467.5
38.7
https://www.waveform.com/tools/bufferbloat/test
Speed Test
Your Internet Speed
437
39.0
24.0
2.16
0
https://speed.cloudflare.com/
Client: HP ZBook G3 workstation laptop Windows 11 23H2, 2.5 Gbps adaptor, Brave Browser
Charpectrum 1000/30 Mbps speed tier, September 24, 2024
146
Lefty Insider versus Charpectrum Communications, Inc.

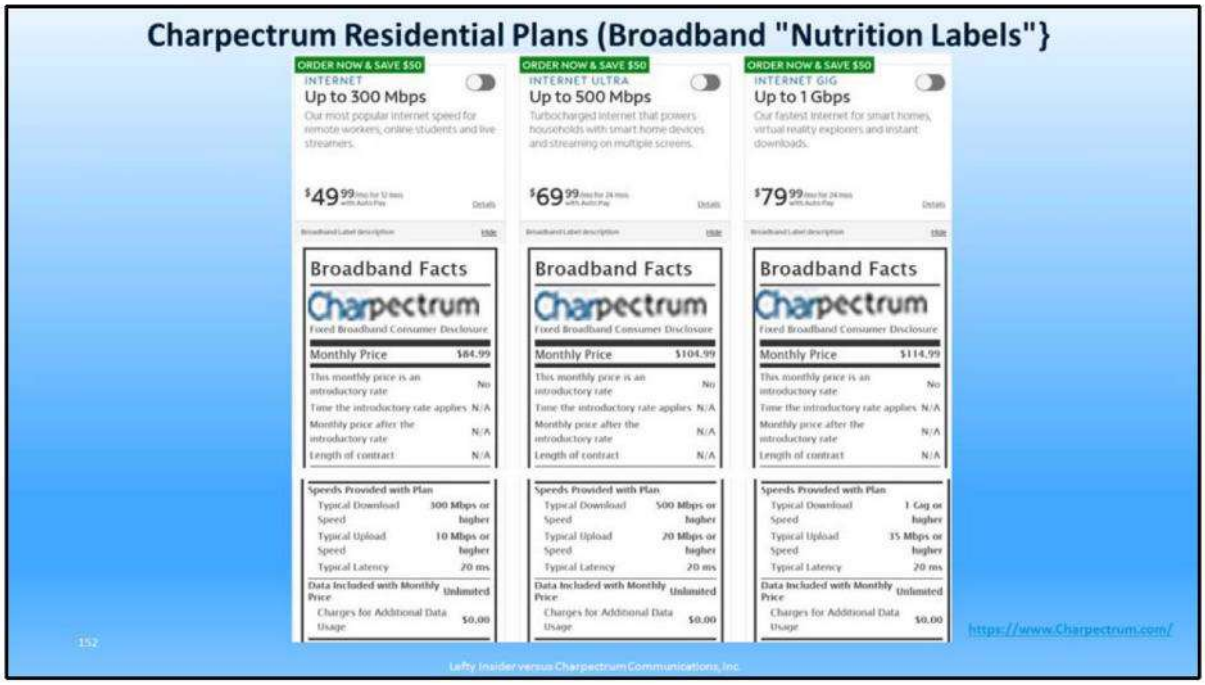

MORE PERSONAL SPEED TESTING
Network: Netgear Nighthawk RAXE500 2.5 Gbps router, 2 - 2.5 Gbps Zyxel switches, 2.5 Gbps
Hitron cable modem (200 ft. Cat 6 Ethernet runs, Cat 7 patch cables)
Charpectrum
SPEEDTEST powered
DOWNLOAD
692
Mbps
PROGRESS: 100%
UPLOAD
40
Mbps
PROGRESS: 100%
Eau Claire, WI
https://www.Charpectrum.g/internet/speed-test
NDT
MSAK
Test Server
Chicago, US
Chicago, US
Download
485.51 Mb/s
499.99 Mb/s
Upload
36.90 Mb/s
33.58 Mb/s
Latency
35 ms
34 ms
Retransmission
0.00%
0.00%
https://speed.measurementlab.net/#/
BUFFERBLOAT GRADE
F
LATENCY
32
+88
+843
YOUR CONNECTION
SPEED
437.9
18.5
Speed Test
Your Internet Speed
717
32.6
24.5
3.05
0
https://speed.cloudflare.com/
Client: Dell Latitude 3150 laptop Windows 10 22H2, 1 Gbps adaptor, Firefox Browser
Charpectrum 1000/30 Mbps speed tier, September 24, 2024
147
Lefty Insider versus Charpectrum Communications, Inc.


MORE PERSONAL SPEED TESTING
Network: Netgear Nighthawk RAXE500 2.5 Gbps router, 2 - 2.5 Gbps Zyxel switches, 2. 5 Gbps
Hitron cable modem (200 ft. Cat 6 Ethernet runs, Cat 7 patch cables)
Charpectrum
SPEEDTEST powered
DOWNLOAD
235
Mbps
PROGRESS: 100%
UPLOAD
40
Mbps
PROGRESS: 100%
Eau Claire, WI
https://www.Charpectrum.com/internet/speed-test
NDT
MSAK
Test Server
Chicago, US
Chicago, US
Download
541.97 Mb/s
360.58 Mb/s
Upload
37.39 Mb/s
33.57 Mb/s
Latency
24 ms
24 ms
Retransmission
2.52%
1.09%
https://speed.measurementlab.net/#/
BUFFERBLOAT GRADE
D
LATENCY
28
+52
+205
YOUR CONNECTION
SPEED
566.9
39.5
https://www.waveform.com/tools/bufferbloat
Speed Test
510
38.4
26.0
2.84
0
https://speed.cloudflare.com/
Client: Core i7 desktop Windows 7 64-bit Ultimate, 2.5 Gbps adaptor, Firefox Browser
Charpectrum 1000/30 Mbps speed tier, September 30, 2024
148
Lefty Insider versus Charpectrum Communications, Inc

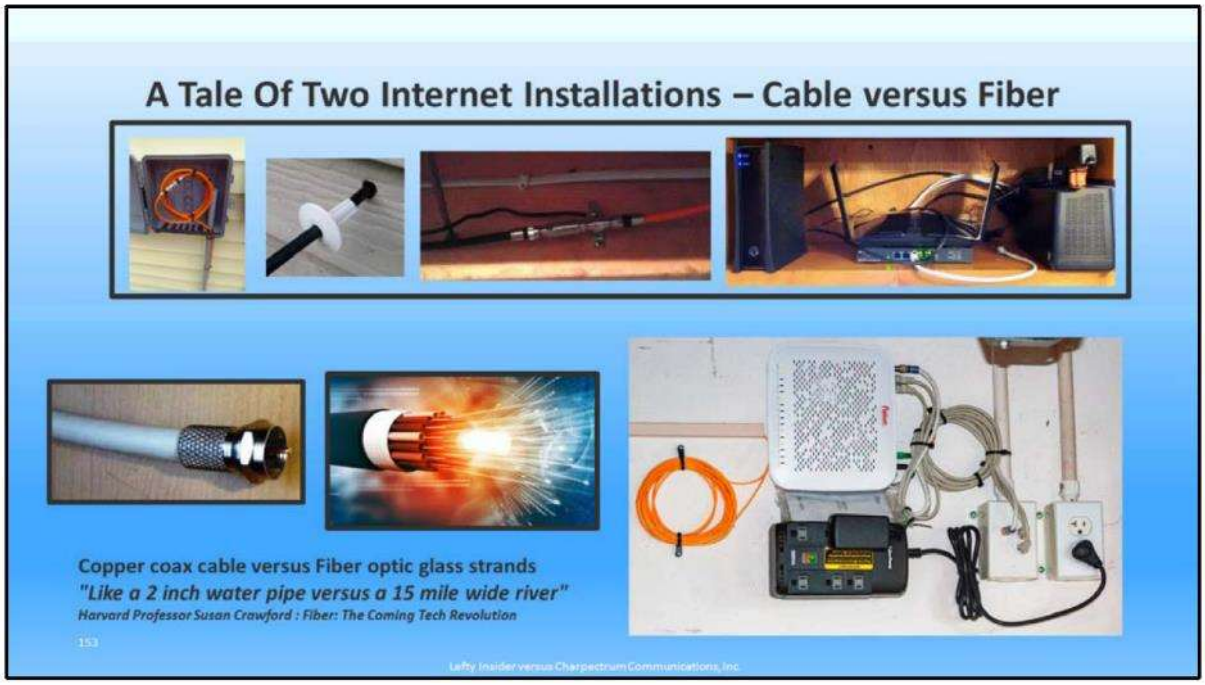

MORE PERSONAL SPEED TESTING
Network: Netgear Nighthawk RAXE500 2.5 Gbps router, 2 - 2.5 Gbps Zyxel switches, 2. 5 Gbps
Hitron cable modem (200 ft. Cat 6 Ethernet runs, Cat 7 patch cables)
Charpectrum
SPEEDTEST powered
DOWNLOAD
930
Mbps
PROGRESS: 100%
UPLOAD
39
Mbps
PROGRESS: 100%
https://www.Charpectrum.com/internet/speed-test
NDT
MSAK
Test Server
Chicago, US
Chicago, US
Download
505.04 Mb/s
459.53 Mb/s
Upload
38.87 Mb/s
36.93 Mb/s
Latency
34 ms
34 ms
Retransmission
0.00%
0.00%
https://speed.measurementlab.net/#/
BUFFERBLOAT GRADE
D
LATENCY
31
+0
+374
YOUR CONNECTION
SPEED
287.6
40.2
https://www.waveform.com/tools/bufferbloat
Speed Test
Your Internet Speed
656
67.6
28.0
4.21
0
https://speed.cloudflare.com/
Client: Core i7 desktop Linux Mint 21.2 Victoria, 1 Gbps adaptor, Firefox Browser
Charpectrum 1000/30 Mbps speed tier, September 30, 2024
149
Lefty Insider versus Charpectrum Communications, Inc


VPN TESTING
VIRTUAL PRIVATE NETWORK (VPN) PERFORMANCE - 1
Charpectrum 1000 Mbps speed tier, October 17, 2024
Network: Netgear Nighthawk RAXE500 2.5 Gbps router, 2 - 2.5 Gbps Zyxel switches, 2.5 Gbps Hitron cable modem (200 ft. Cat 6 Ethernet run, Cat 7 patch cables)
Two Rivers to Chicago normal connection
VPN from Dallas to the same site in Chicago
FAST
Your Internet speed is
490 Mbps
20
25
32
FAST
Your Internet speed is
210 Mbps
29
90
24
What is my IP address location?
Client: Core i7 desktop Windows 7 Ultimate, 2.5 Gbps network adaptor, Firefox Browser, ExpressVPN
150
Lefty Insider versus Charpectrum Communications, Inc.


VPN TESTING
VIRTUAL PRIVATE NETWORK (VPN) PERFORMANCE - 2
Charpectrum 1000 Mbps speed tier, October 17, 2024
Network: Netgear Nighthawk RAXE500 2.5 Gbps router, 2 - 2.5 Gbps Zyxel switches, 2.5 Gbps
Hitron cable modem (200 ft. Cat 6 Ethernet run, Cat 7 patch cables)
Two Rivers to Chicago normal connection
FAST
Your Internet speed is
400 Mbps
22
30
38
VPN from USA Central to the same site in Chicago
FAST
Your Internet speed is
270 Mbps
72
79
31
Firewall + VPN
Connected
USA (Central)
Client: HP ZBook G3 workstation laptop Windows 11 23H2, 2.5 Gbps adaptor, Brave Browser VPN
151
Lefty Insider versus Charpectrum Communications, Inc.



Required by the FCC on April 10, 2024. Requires user to unhide and scroll down.

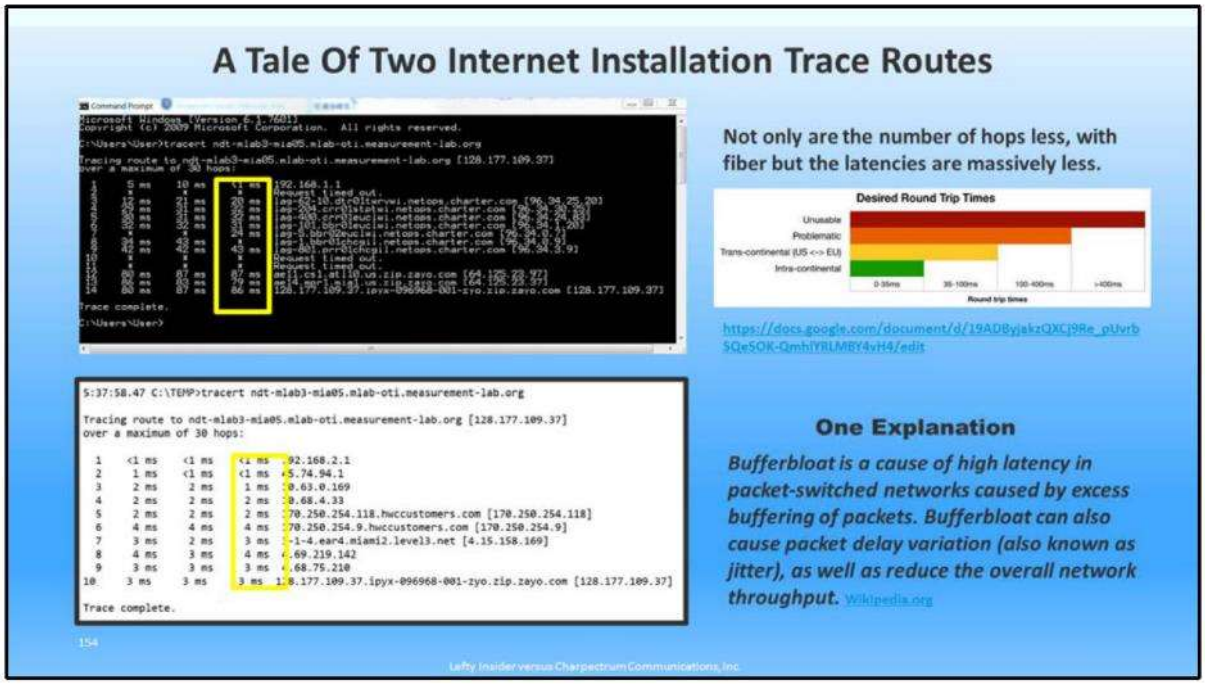


I made them put the cable box in because they had just drilled a hole through the siding and stuck the cable through in 1998 when the house was built. This was for Cable TV only back then.
This is my kitchen shelf with modem, switch, router and UPS. Cat 7 cables, and Cat 6 on the long run to the basement, and for the patch cables to another switch for the PC's.

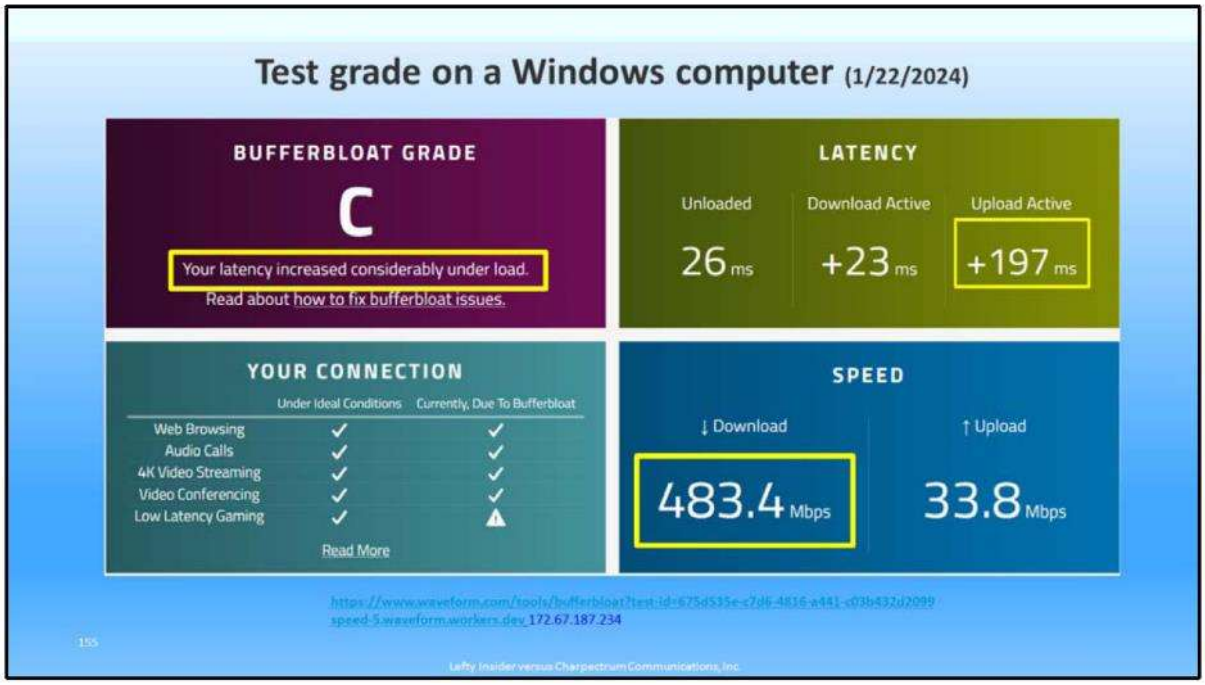
This a garage based installation.

Publisher ： Yale University Press (January 8, 2019)
Fiber: The Coming Tech Revolution—and Why America Might Miss It Kindle Edition
by Professor Susan Crawford (Author)

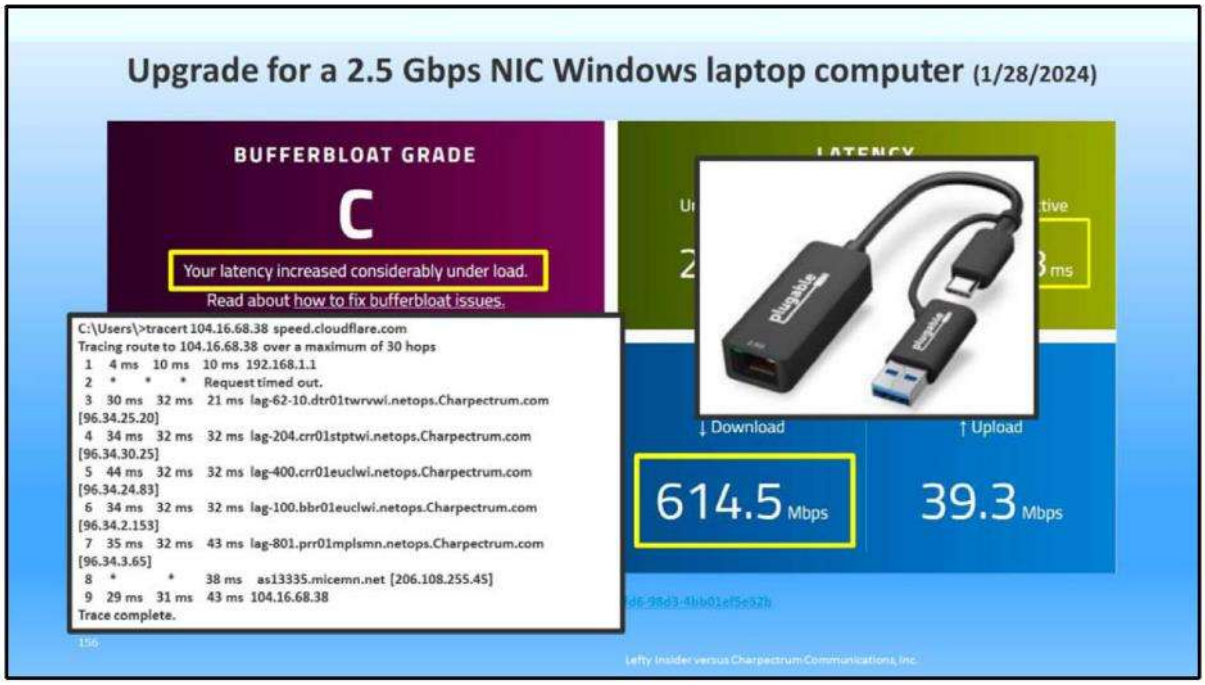
Susan P. Crawford (born February 27, 1963) is the John A. Reilly Clinical Professor of Law at Harvard Law School. She served as President Barack Obama's Special Assistant for Science, Technology, and Innovation Policy (2009) and is a columnist for WIRED. She is a former Board Member of ICANN, the founder of OneWebDay, and a legal scholar. Her research focuses on telecommunications and information law.



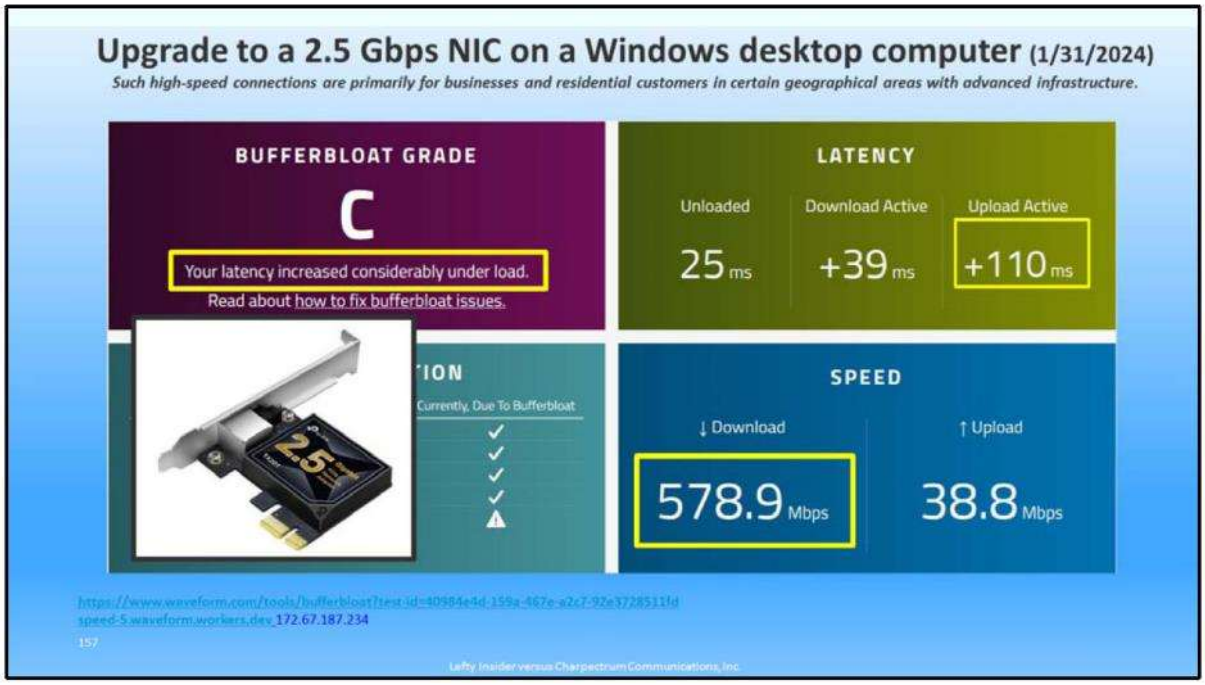
Trace route comparisons to speed.measurementlab.net from coax 31-87ms for fiber 1-4ms and a possible cause.
Top is Charpectrum in Wisconsin
Note the large number of hops and the very long latencies.
Bottom is HotWire fiber in Florida



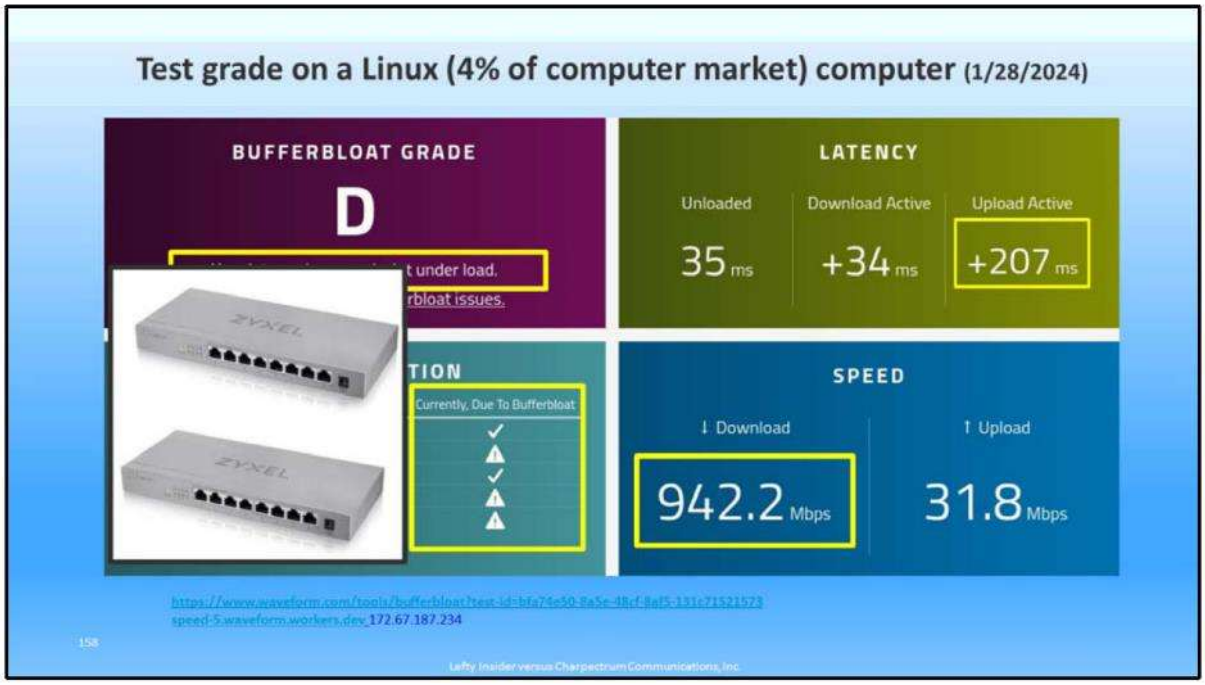
How are letter grades assigned to Bufferbloat measurements?
Our grading system is a slightly modified version of the DSLReports grading rubric.
First we measure the average latency of your connection when it is unloaded. Next we look at how much this average latency increases when a download and upload test are each active. We take the largest increase we measured, and assign a grade as follow:



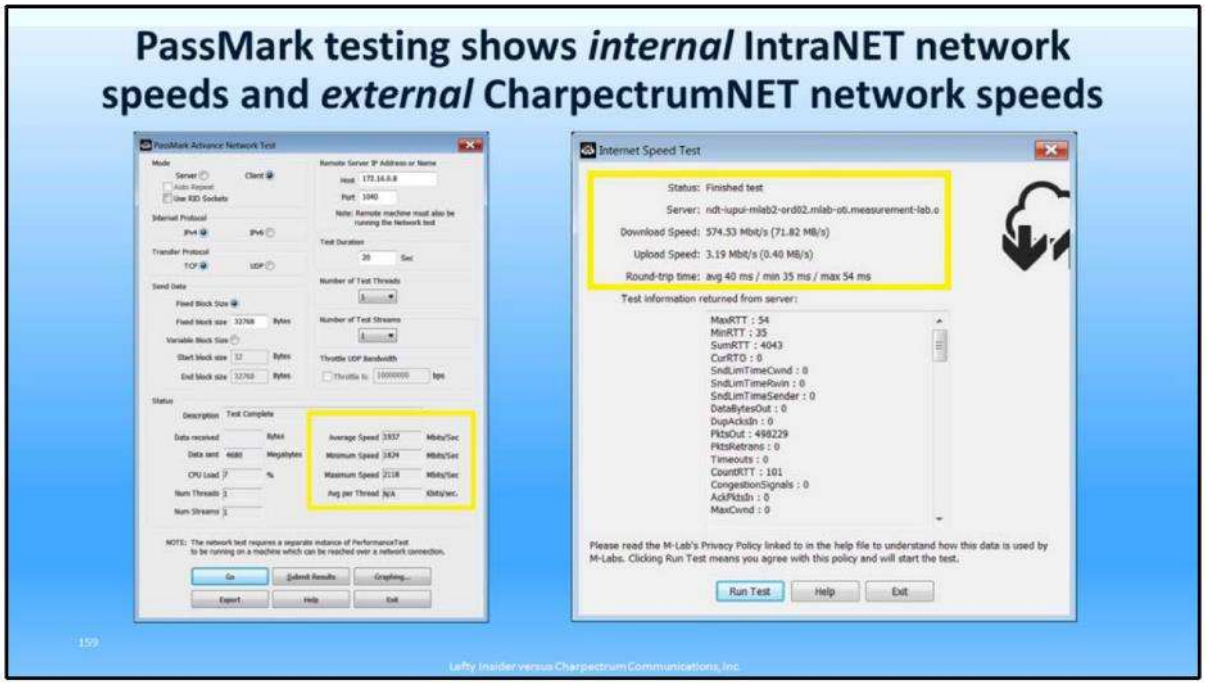
Trace route to a San Fran Cloudflare CDN, note shorter latencies. The computer can achieve 600 Mbps, but never with any consistency due to network congestion.
USB 3.0 to Ethernet 2.5 Gbps adapter



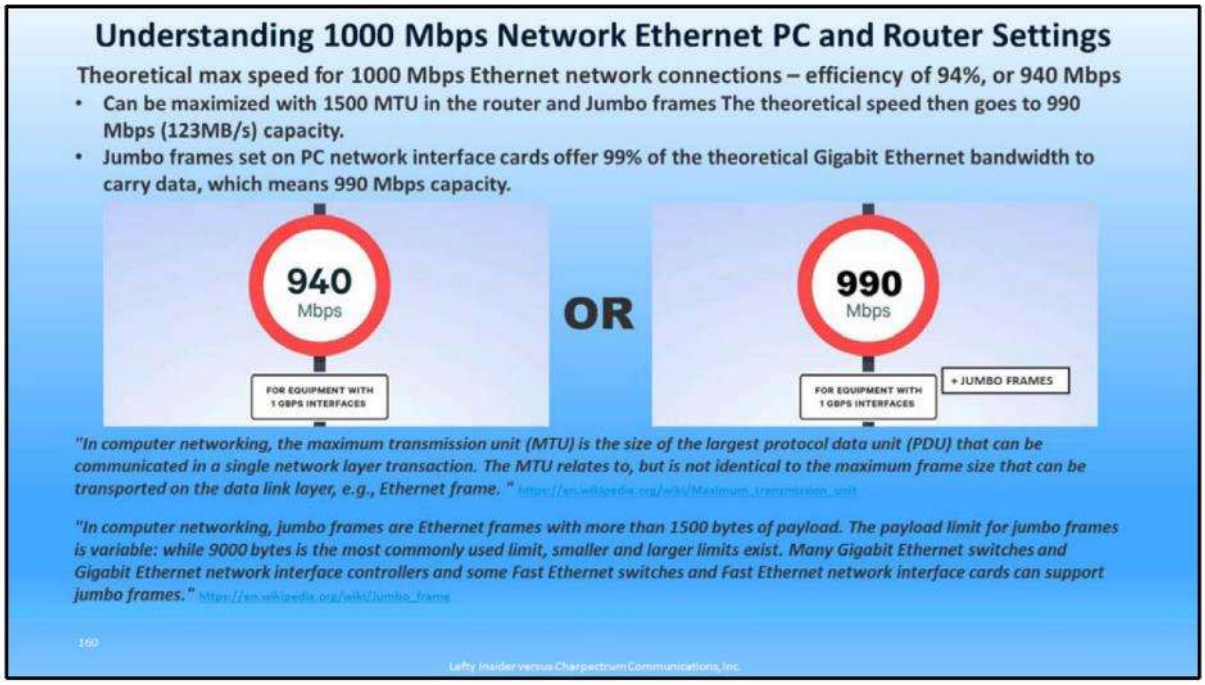
Newer hardware and software driver, better result but is still way short. Ethernet 2.5 Gbps adapter. It is also not repeatable and varies between 355 Mbps and 687 Mbps.
Give me 80%, (800 Mbps-a B minus grade), ***consistently*** and I will be OK with it.



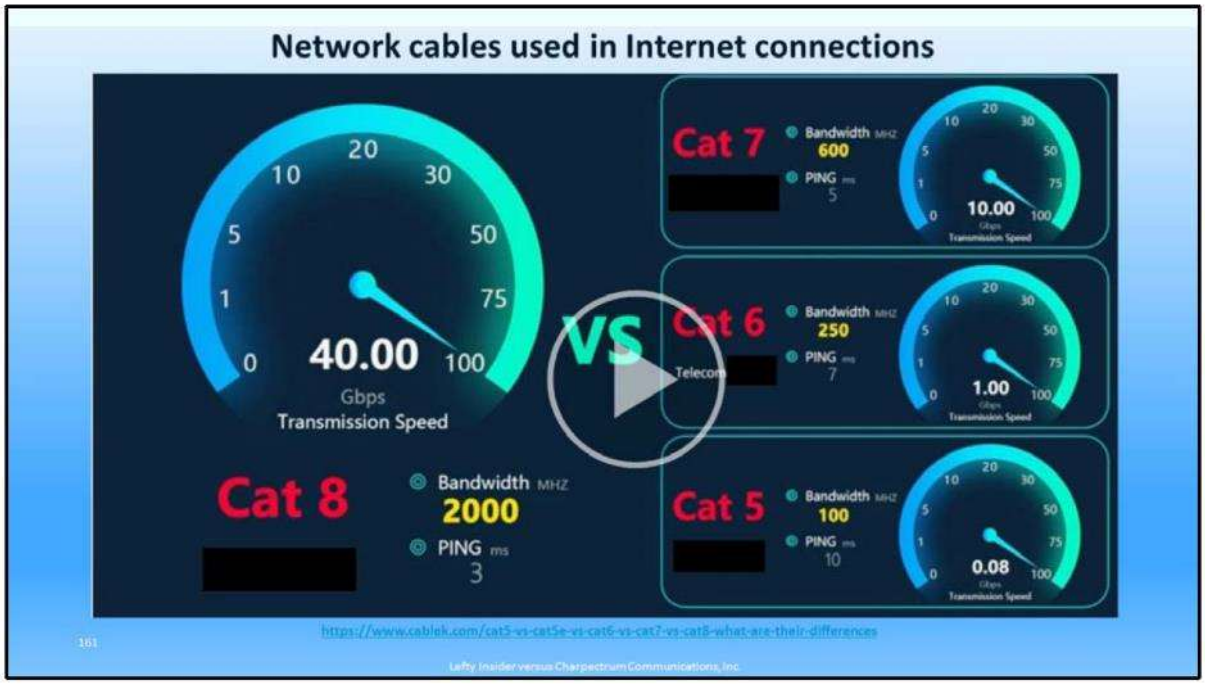
Once in a row, not automated. Cloudflare's CDN is used to test upload and download speeds. By using a CDN, the likelihood that the speed test will saturate faster connections is increased, no matter where users are located. The machine and router are capable of this result, just not consistently.
Ethernet 2.5 Gbps switches.



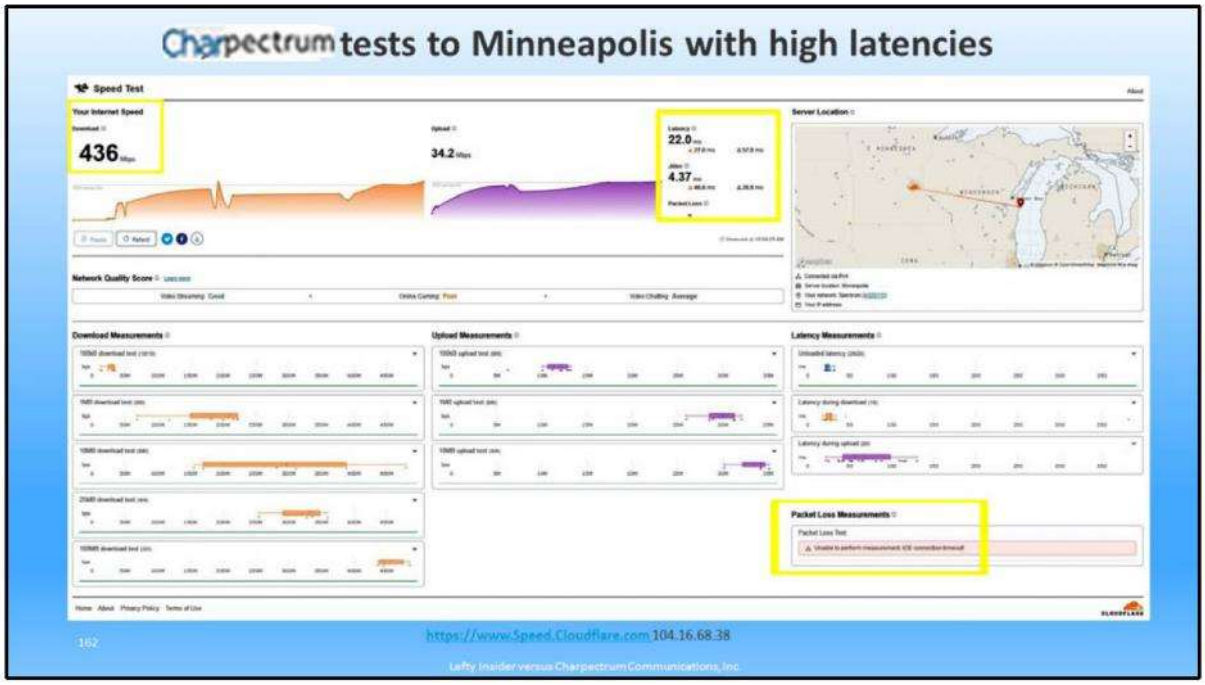
Ethernet network efficiency is never 100 percent, but I get most of 2.5 Gbps internally on 200 feet of my network cable on my **Intranet.** Charpectrum can sometimes can get 1 Gbps internally on their 200 miles of **Intranet** network cable to Eau Clare and only half of their promised 1 Gbps externally to the Minneapolis or Chicago **Internet** backbone.
In May of 2024 I purchased two laptops which were air-gapped units. Never been connected to the Internet.
The results from three test sites were 500, 600, and 230 Mbps on one, and 535, 680, and 685 on the other. These were one-off and not long term tests.



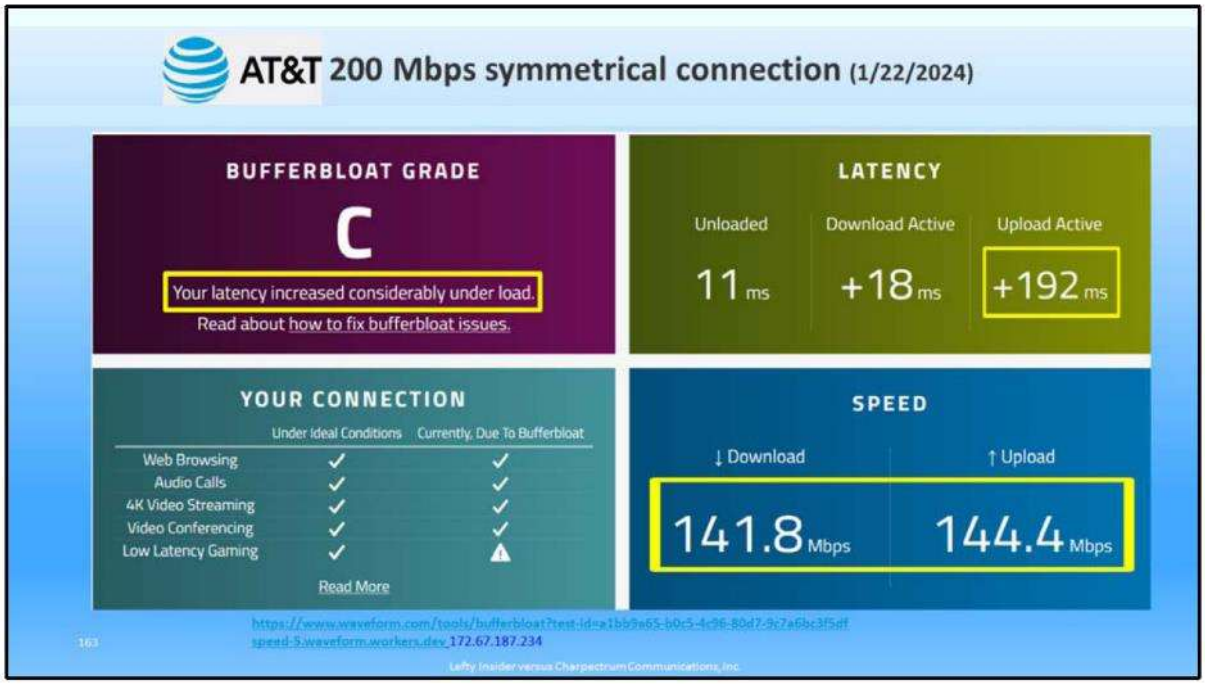
Network throughput Maximum Transmission Unit (MTU) Charpectrum's Primary Network Engineer had to be schooled by me about Jumbo Frames.



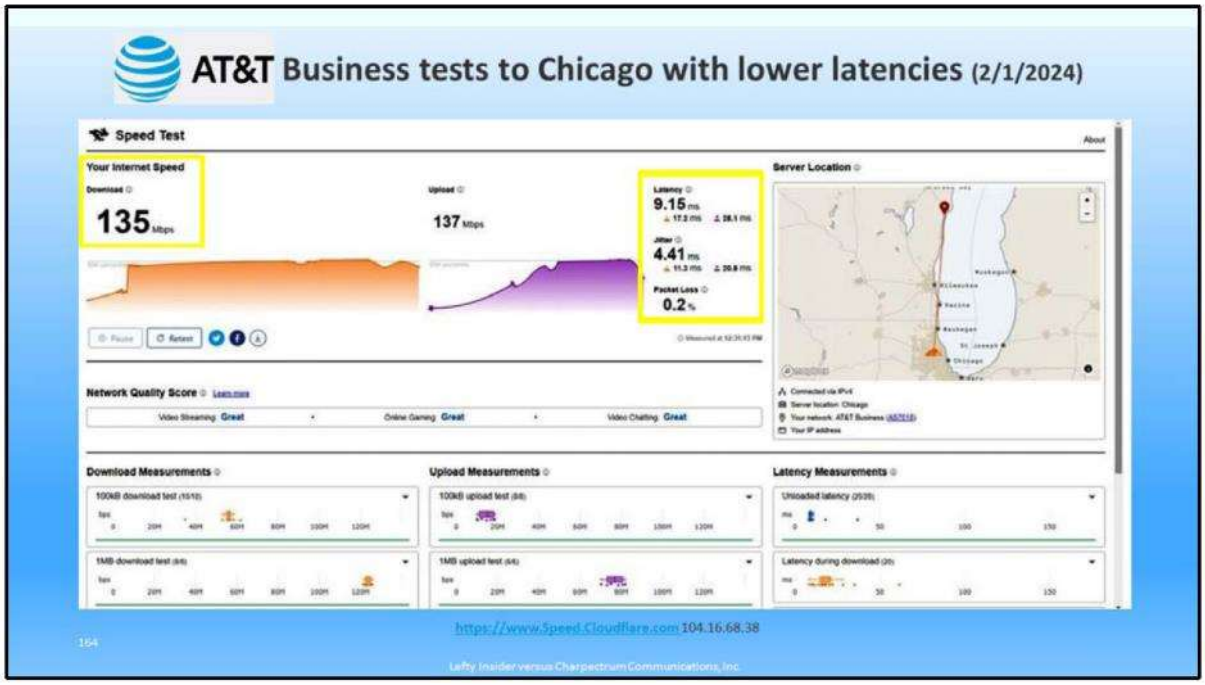
Eliminating variables the scientific methods.



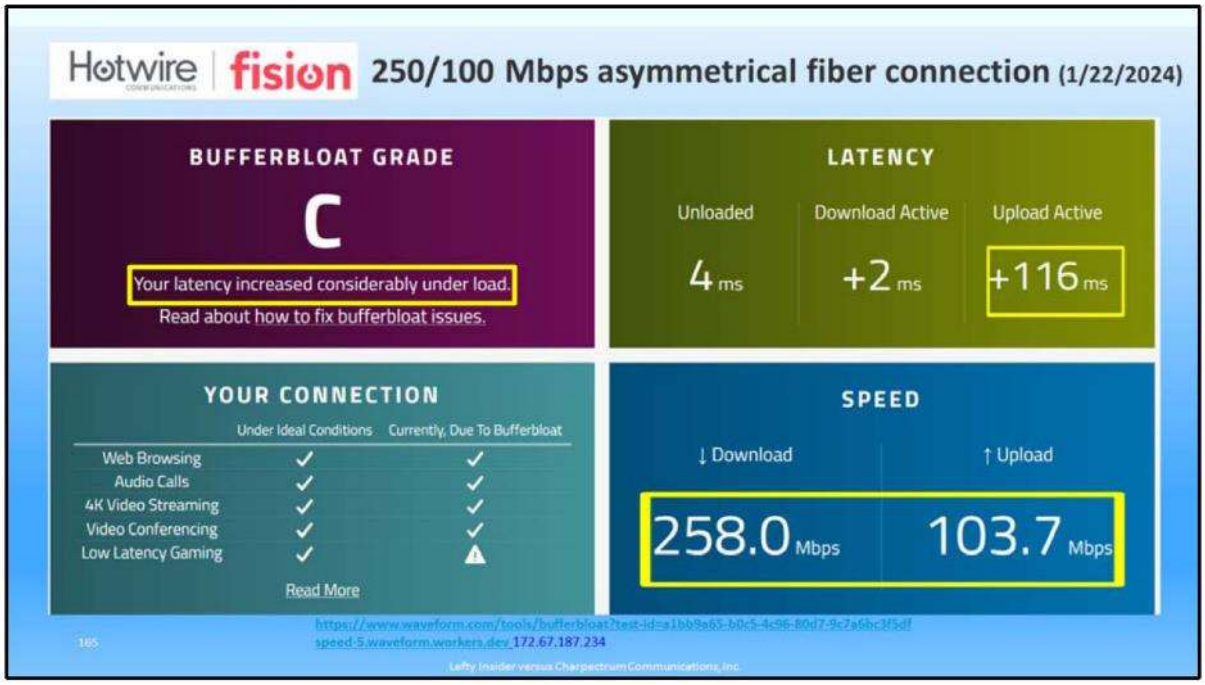
Cloudflare's CDN is used by waveform.com (closest to user) to test upload and download speeds.



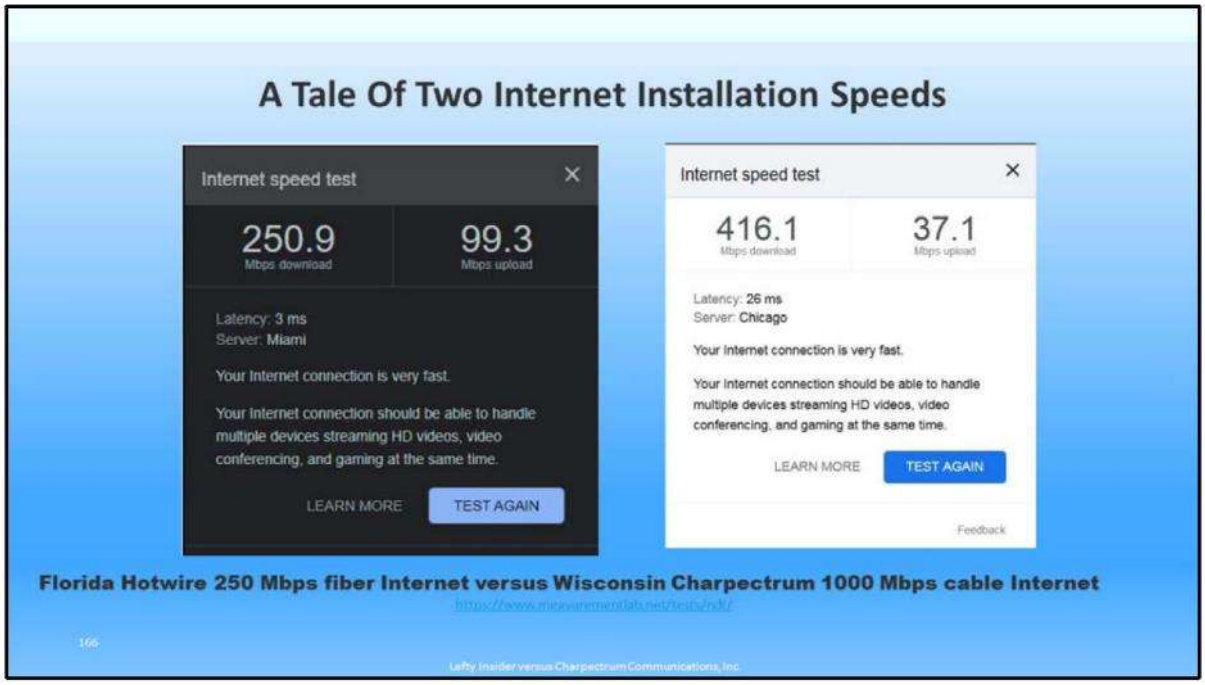
No real difference if symmetrical or asymmetrical. All devices were not shut off in this test network.



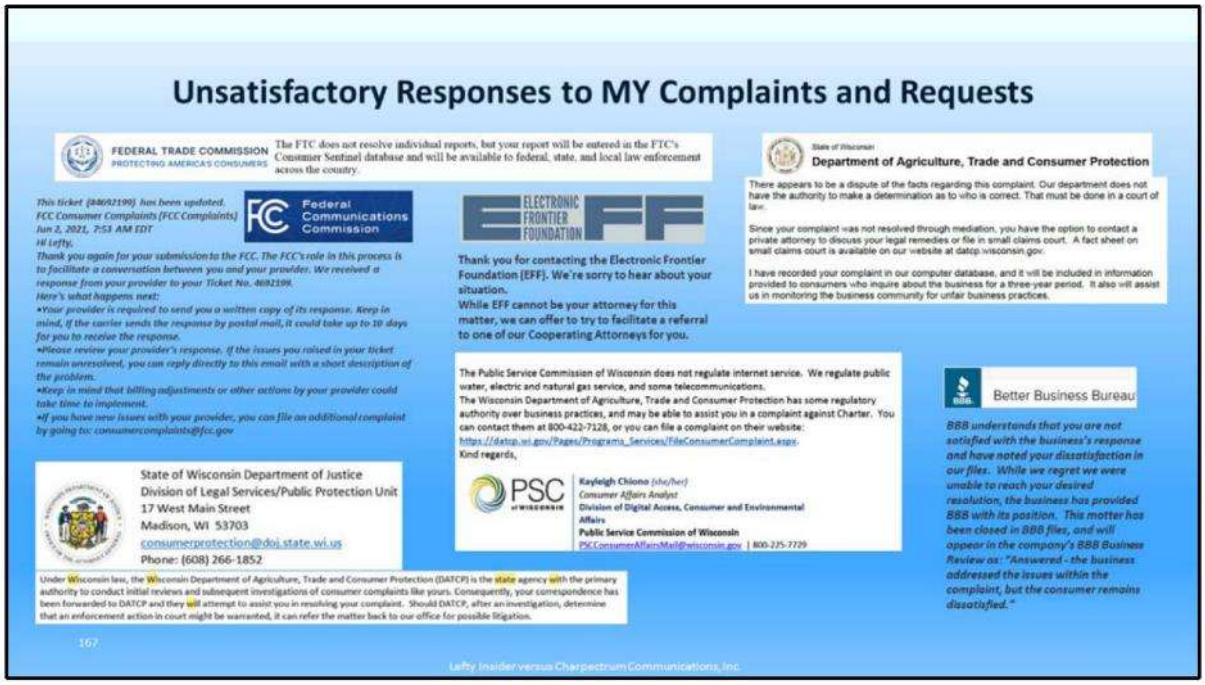
No real difference if symmetrical or asymmetrical. All devices were not shut off in this test network.



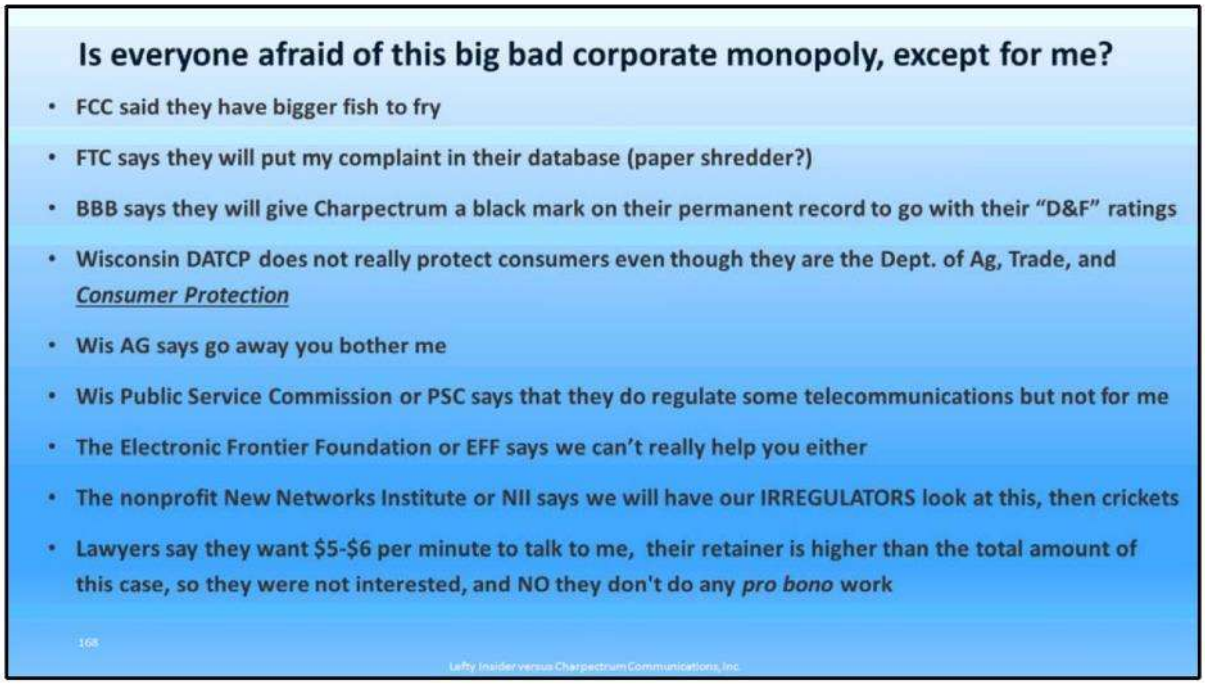
No real difference in grade if fiber or coax. Bufferbloat is a scourge on the Internet.



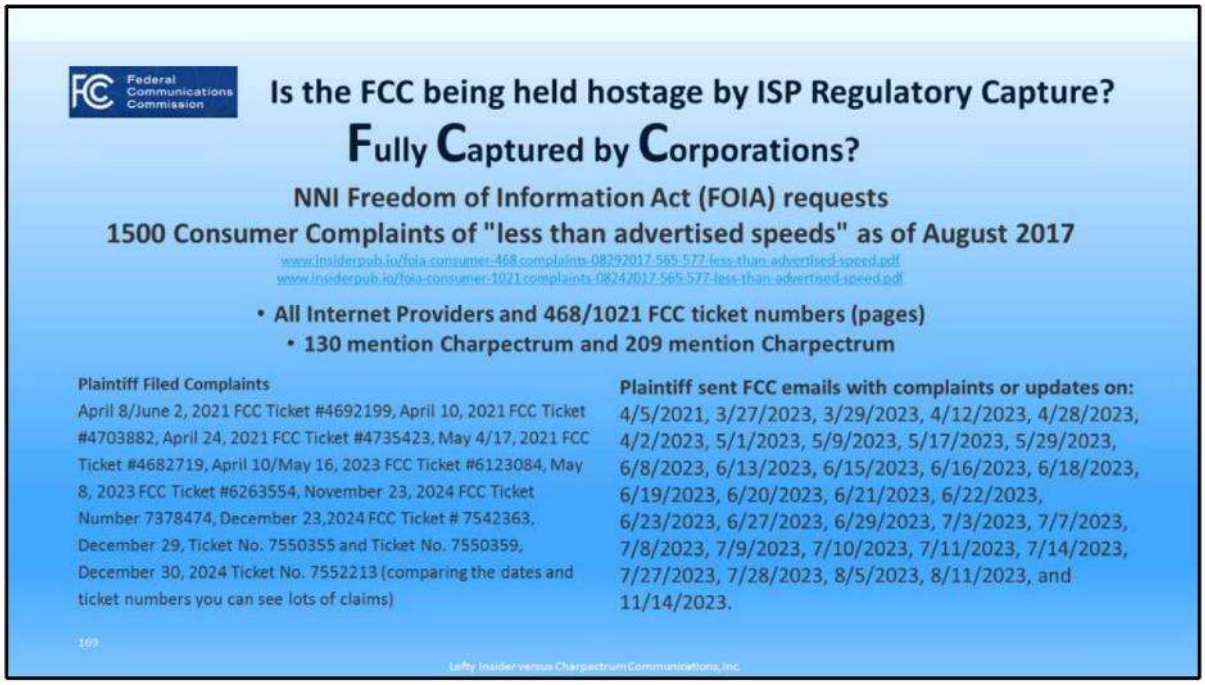
MLab Network Diagnostic Test or NDT, all MLab sites require four redundant servers and a 10Gb uplink
Hotwire indicates low latency and advertised and billed speed.
Charpectrum equals excessively high latency and slow speed



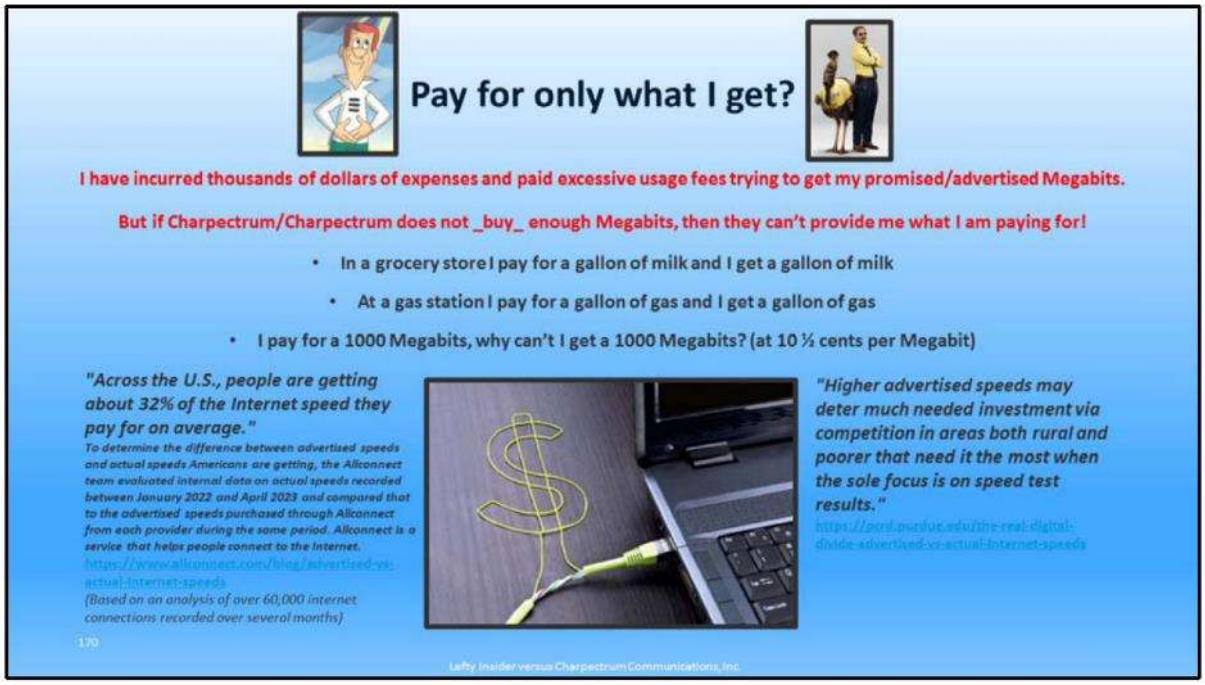
Seven agencies said Sorry! So here I am!
Will there ever be any consequences for this fraud and exploitation?



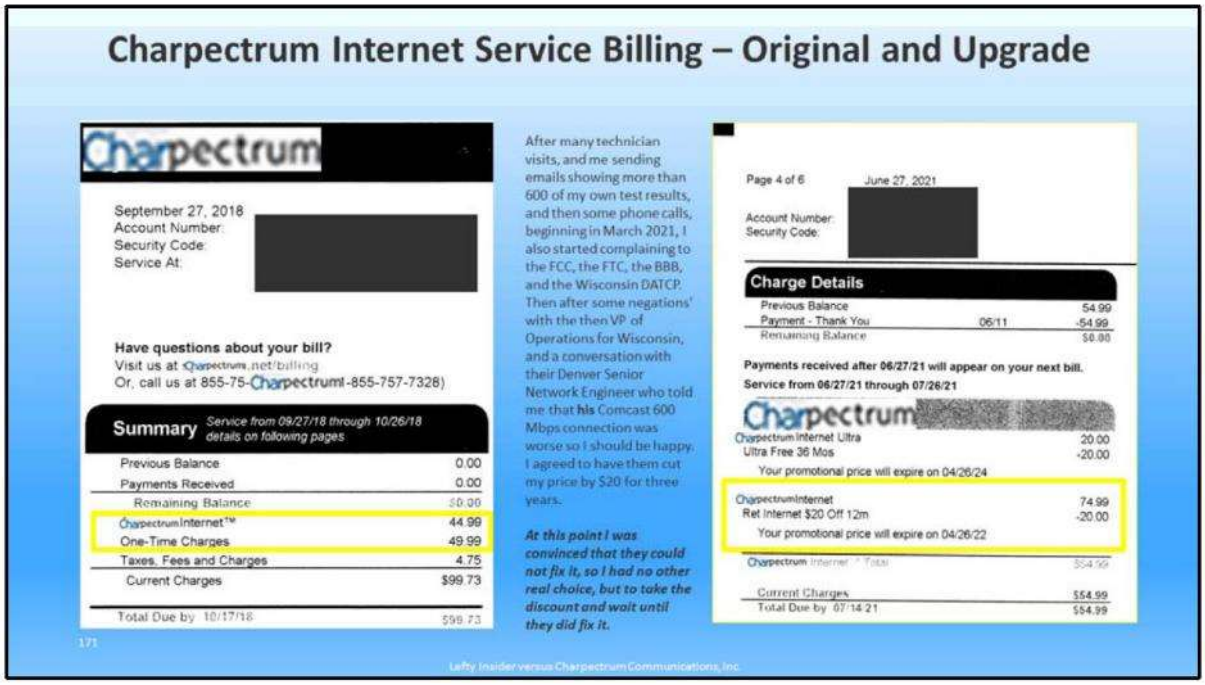
So here I am today, looking to this court for consequences as my last ditch effort.



Bruce Kushnick of the non-profit organization New Networks Institute (NNI) and his team of IRREGULATORS supplied this information.

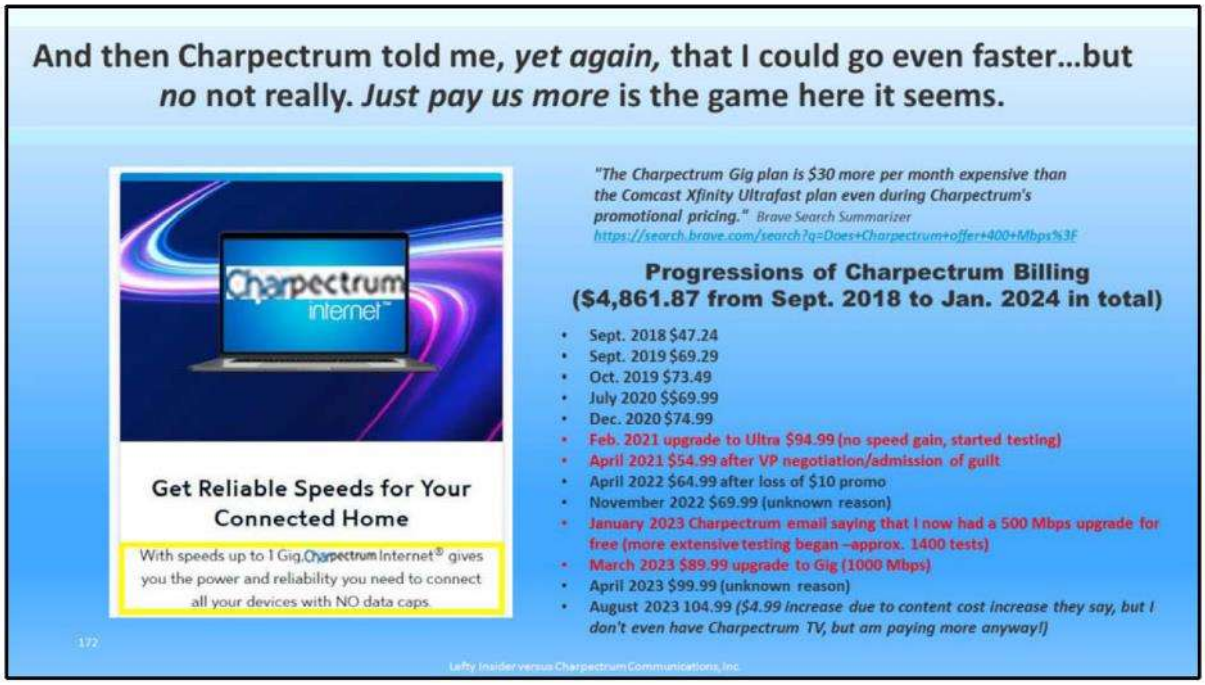


I upgraded to 1000 Mbps trying to get 500 Mbps, which is all I really need.
If I drop back to their 500 Mbps service it will cost the same $105 per month, and I will probably only get 300-350 Mbps.
If I drop back to their 300/400 Mbps service, which where I started with all of this two years ago, I will probably get 200-250 Mbps for $75 per month.
Now it is time to question their subpoenaed witness and to interrogate and disambiguate their discovery test data.

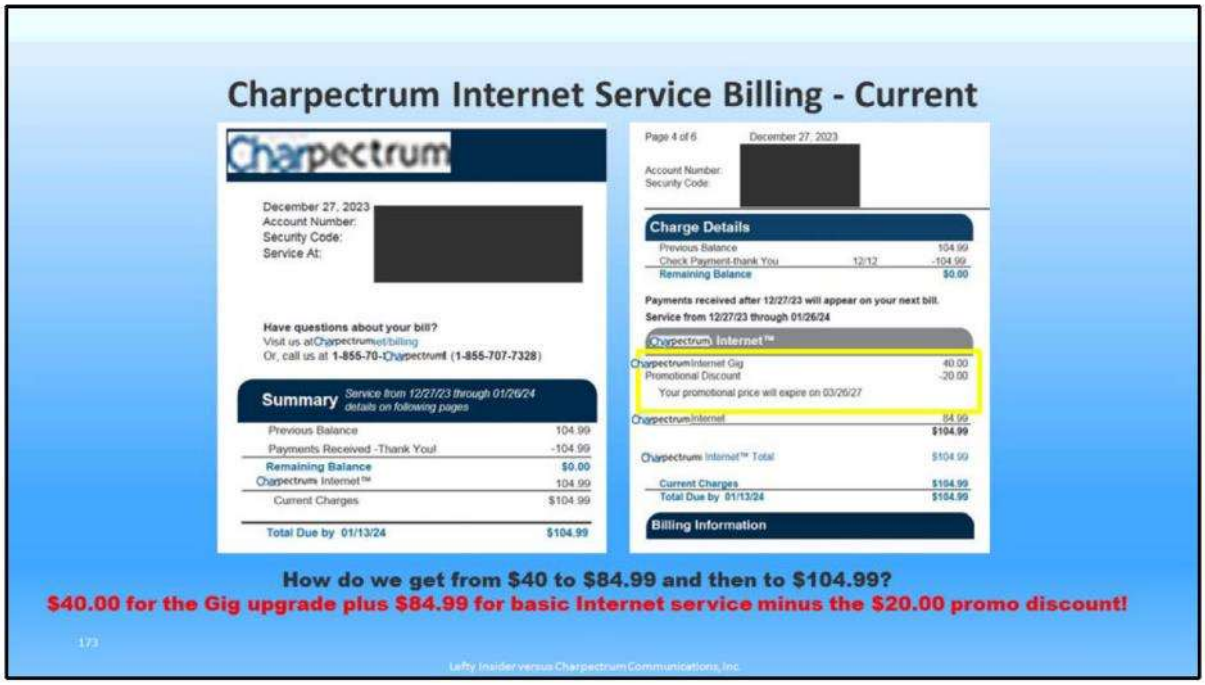


I spoke at length about Megabits. Now let me speak about the other bits, not the 8 bits that make up a computer memory byte, but the 8 bits that make up each and every dollar that I send to Charpectrum.

Here is my original Charpectrum billing and then after the *upgrade* to **Ultra,** which was 300 Mbps and then magically changed to 400 Mbps and then disappeared from their offerings, probably replaced by the 500 Mbps speed tier. Yet I cannot downgrade to 500 Mbps except at the same price as the 1000 Mbps. Go figure!



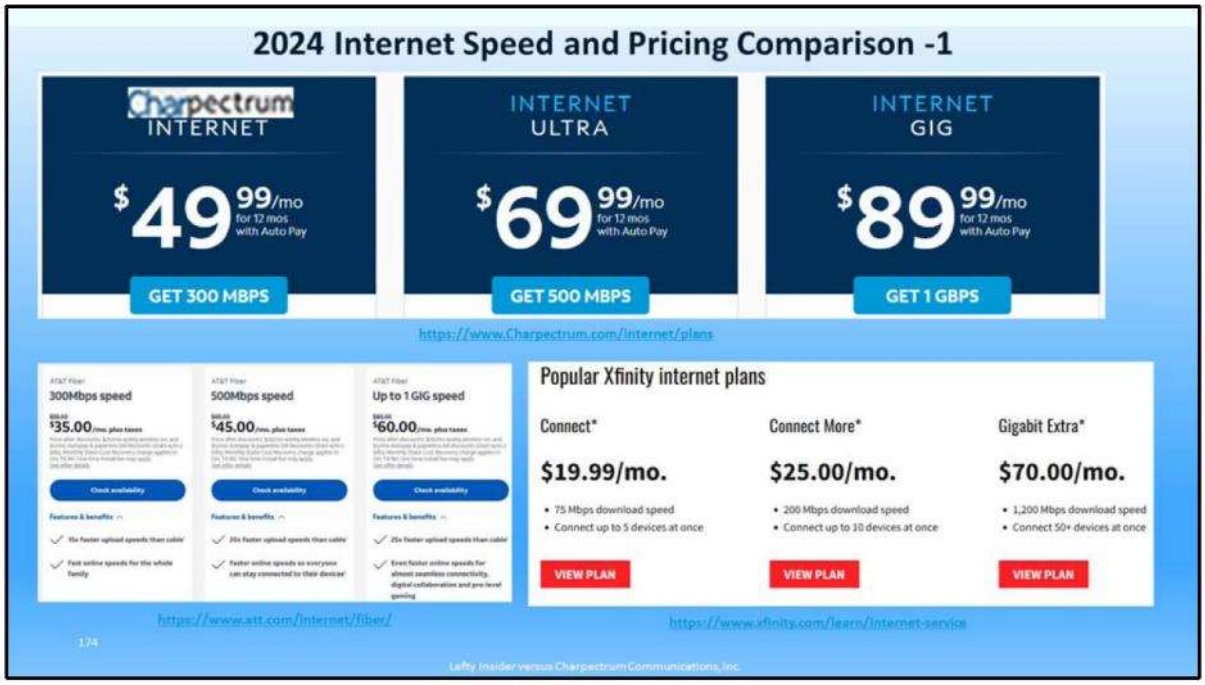
Again with the go faster! Show pile of bills!



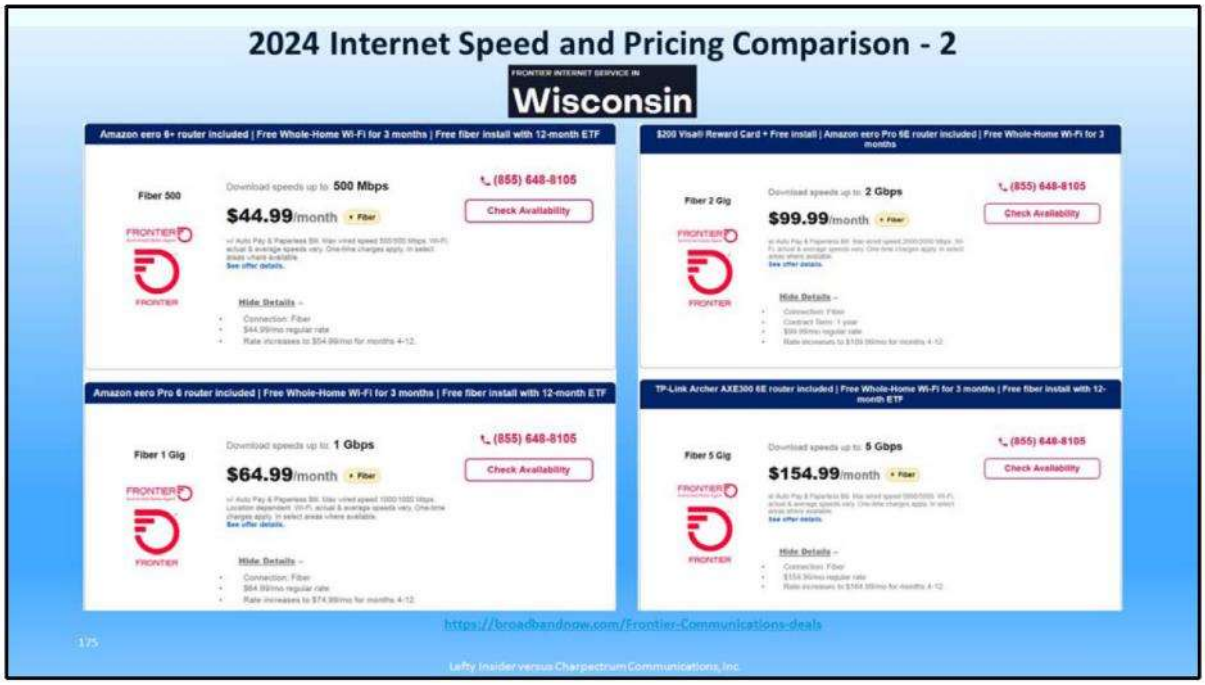
Here is my Charpectrum billing. A promotional discount is just a **delayed price increase. $144.99 in 2027?**
They have narrowed their service area so as not to compete, now they have no option but to increase prices to meet the Wall Street money harvesting projections.

Charpectrum equals excessively high latency and slow speed

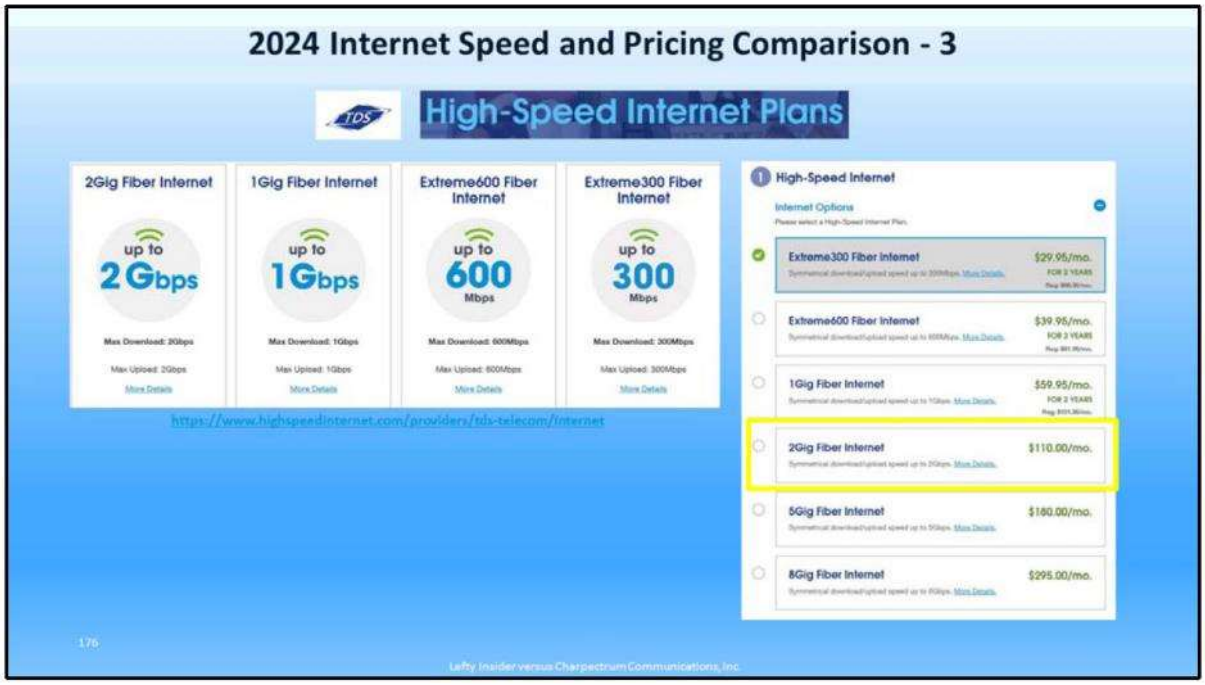
The extra $5 fee for program content is for TV. This is just more exploitation by a monopoly.



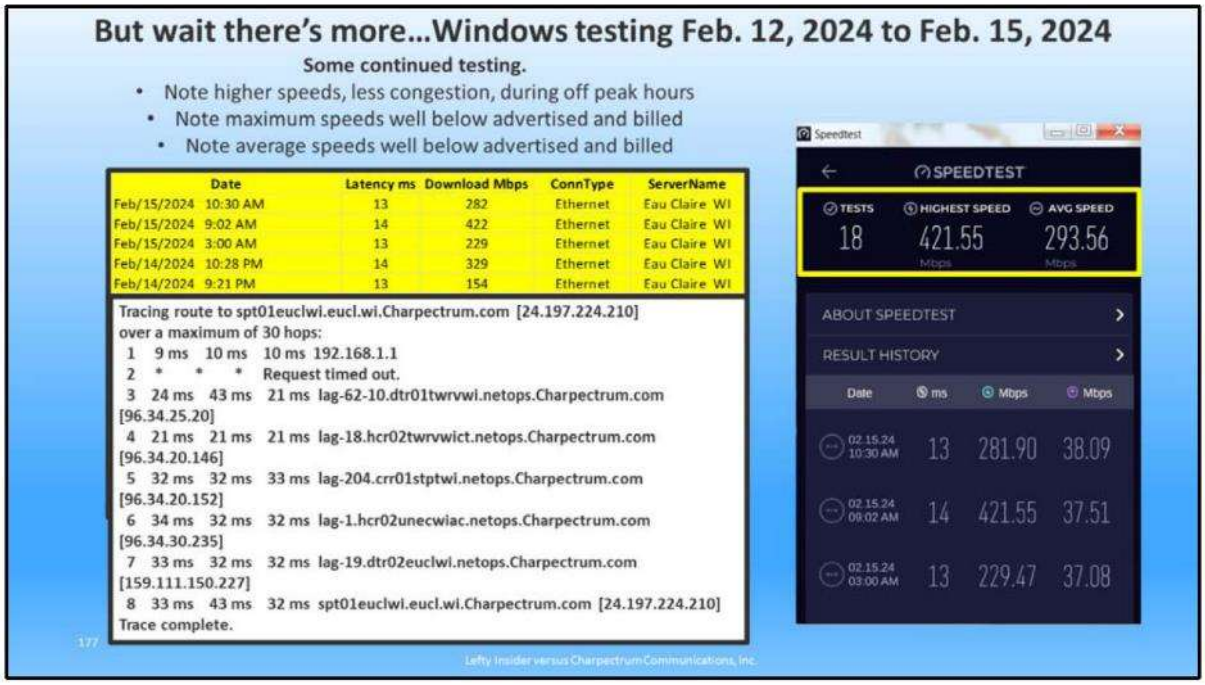
Charpectrum versus competitors that rural Wisconsinites don't currently have access to.



Competitors that rural Wisconsinites don't currently have access to.



Competitors that rural Wisconsinites don't currently have access to.



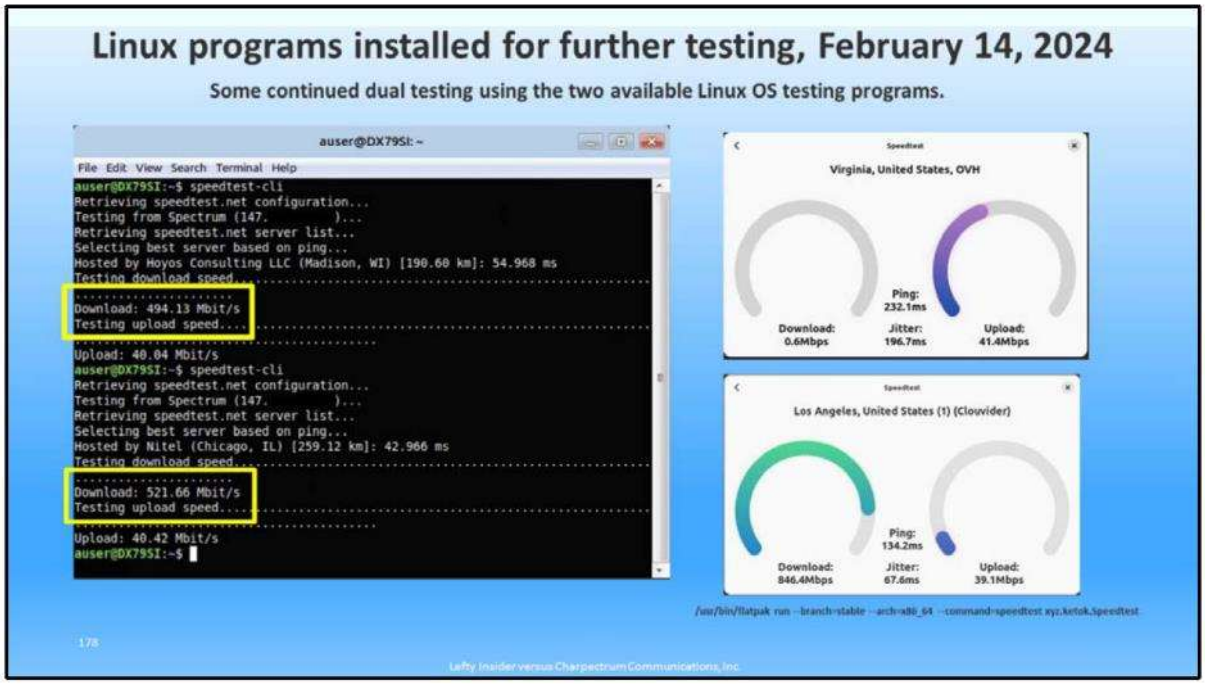
February 2024 testing continued...
Forget about the top speed number on this, what I have previously pointed out as a, flawed rating and comparison system.

This computer is certainly cable of attaining this highest speed shown, but there is no consistency to these results at all.

Look at the variations at different days and times of the tests.

The only reasonable explanation for this is traffic congestion on this network.

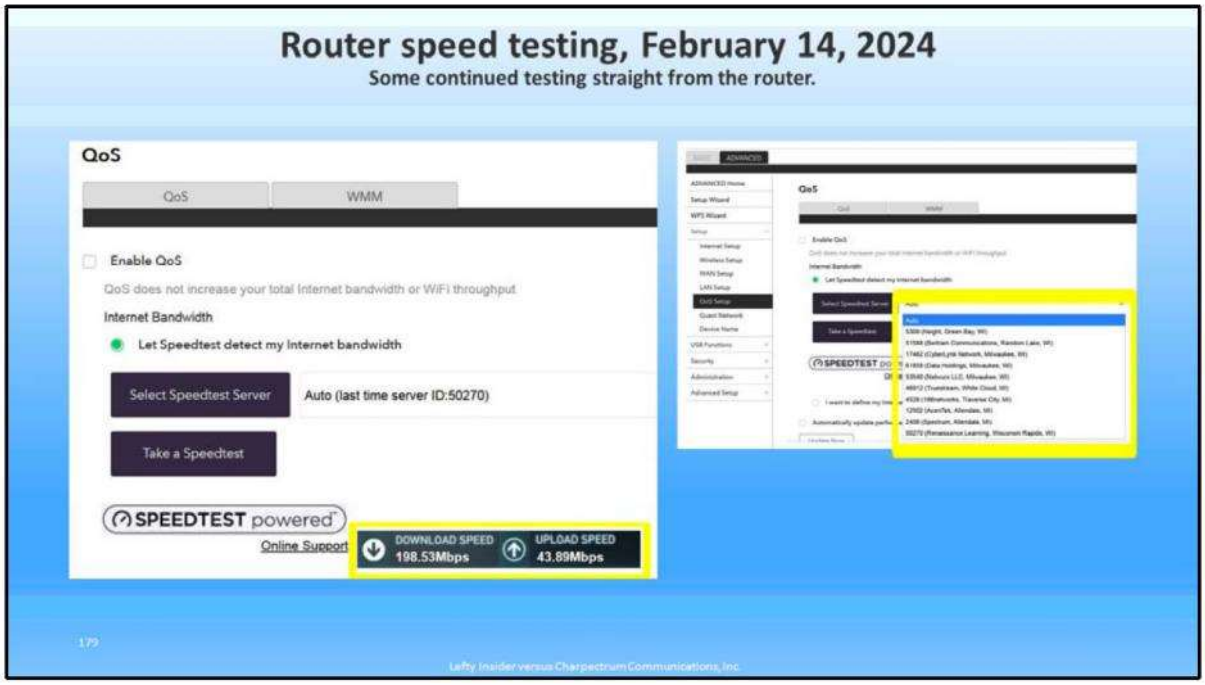
This Charpectrum network is simply not cable of delivering the advertised and billed speeds with any kind of constancy at all!



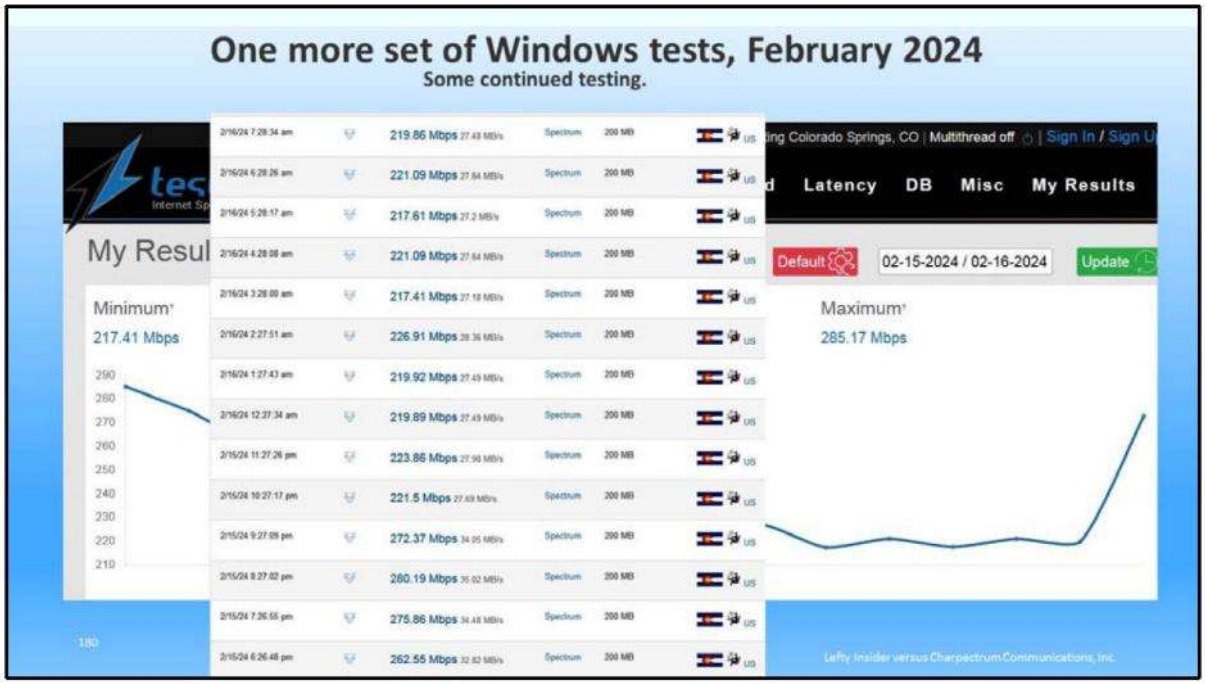
Back to back new Linux speed testing.

Machine capable of 800 plus Mbps, not a computer problem.

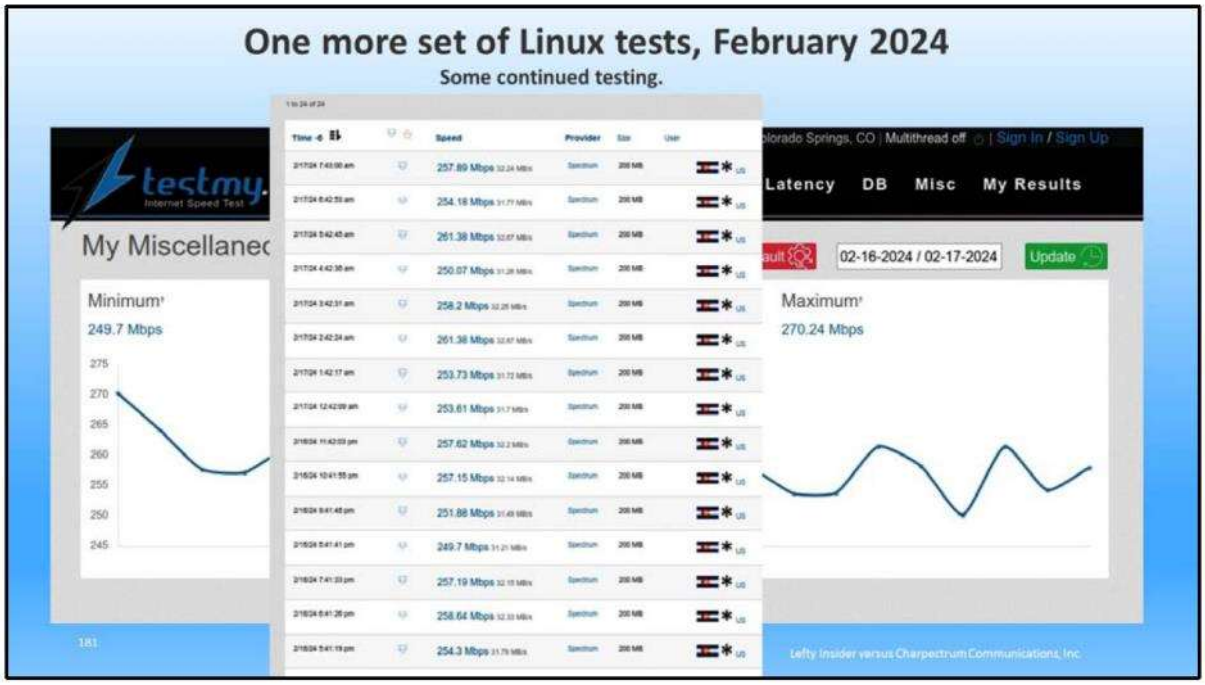
Network not capable of consistently providing advertised and billed speeds due to traffic congestion.



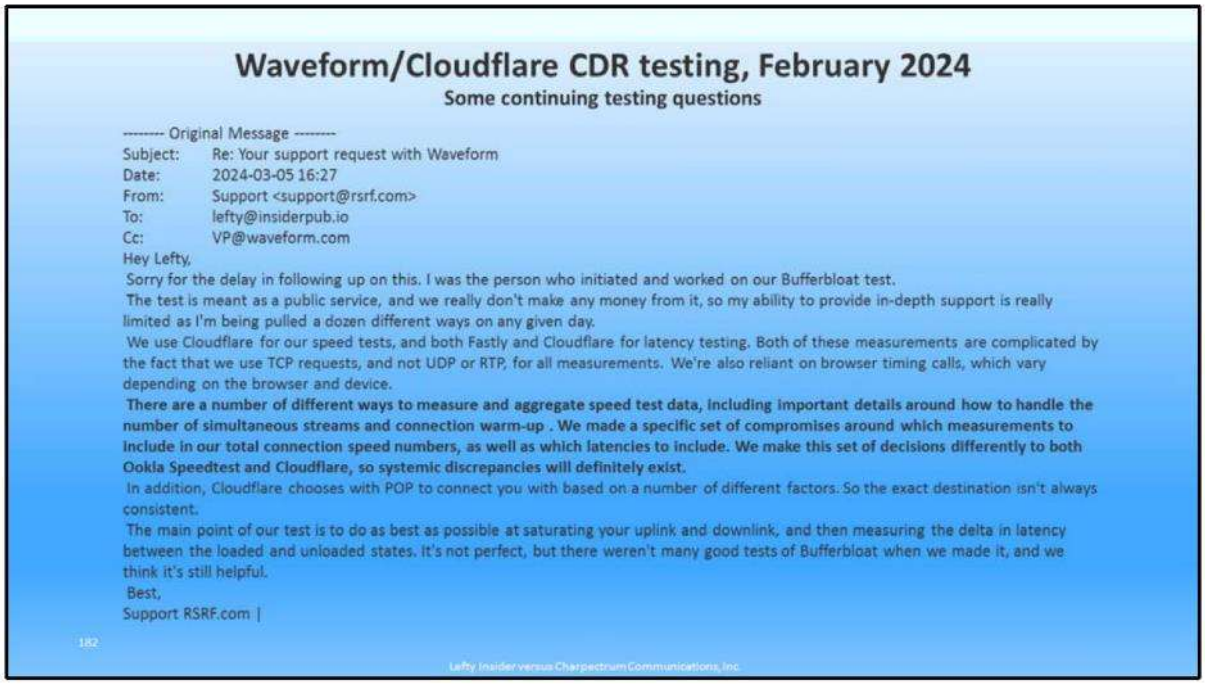
Feb 2024 router speed testing. No computer or web browser variables involved. Straight from router to modem to ISP.



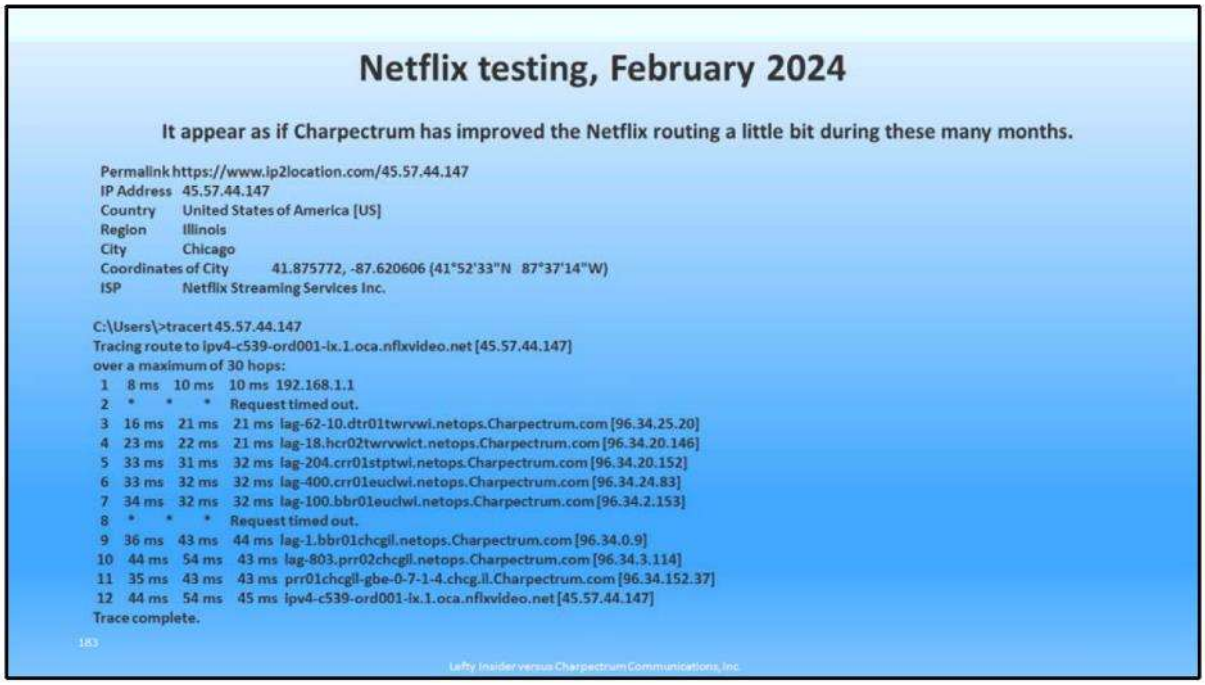
2024 testing



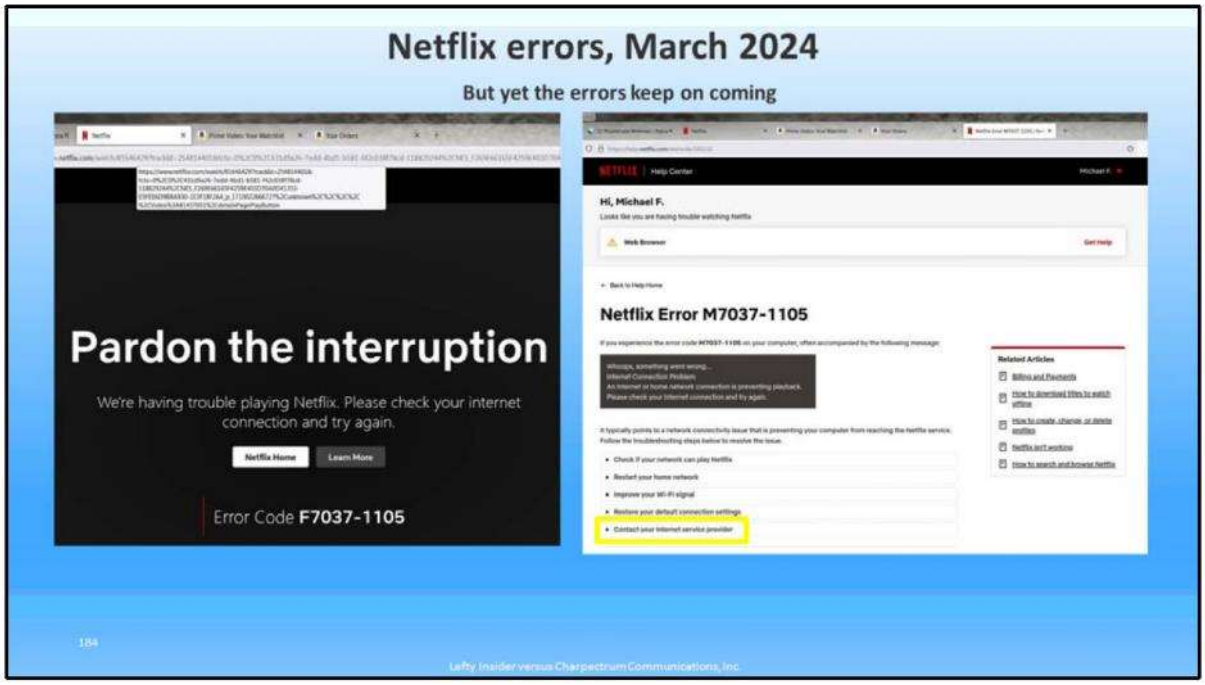
2024 testing



2024 testing to a CDR at the Edge. Backbone. As of yet unanswered questions about erratic and inconsistent results.

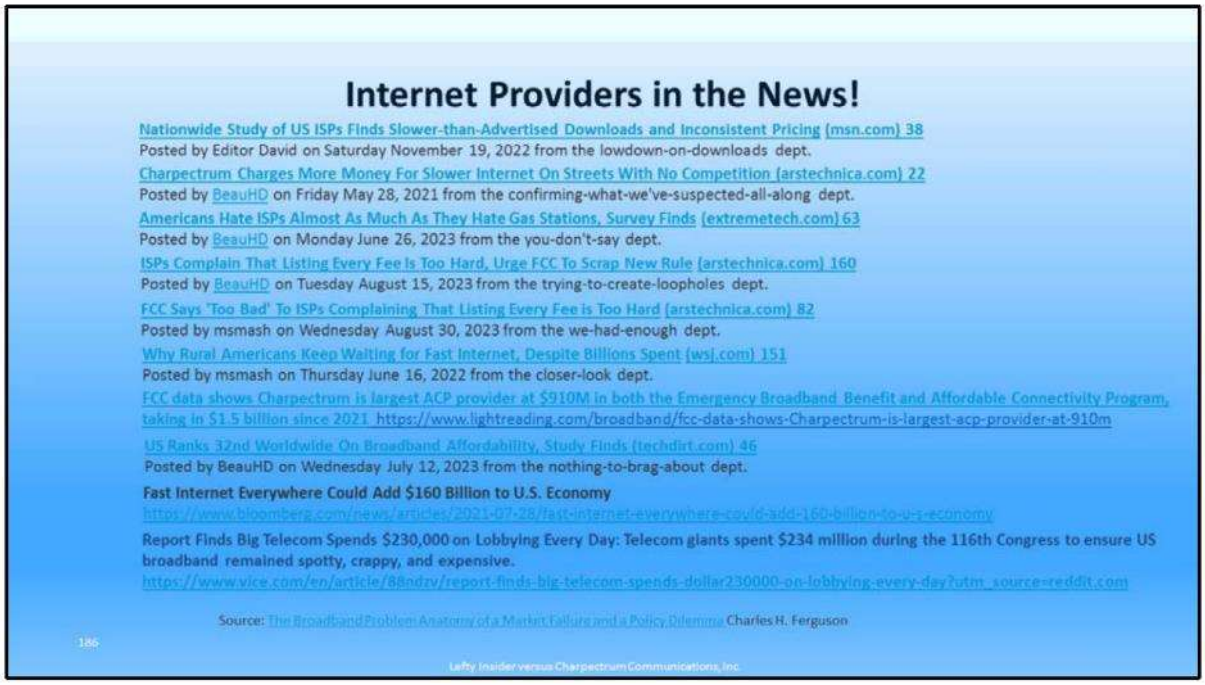


2024 testing, if you remember that previously in 2023 my packets went 30 hops to Minneapolis (not Chicago) and beyond.



YouTube worked, Amazon Prime worked but not Netflix. "*All ISP's have problems with Netflix*" Quote of VP of Operations

"*All ISP's have problems with Netflix*" Quote of VP of Operations

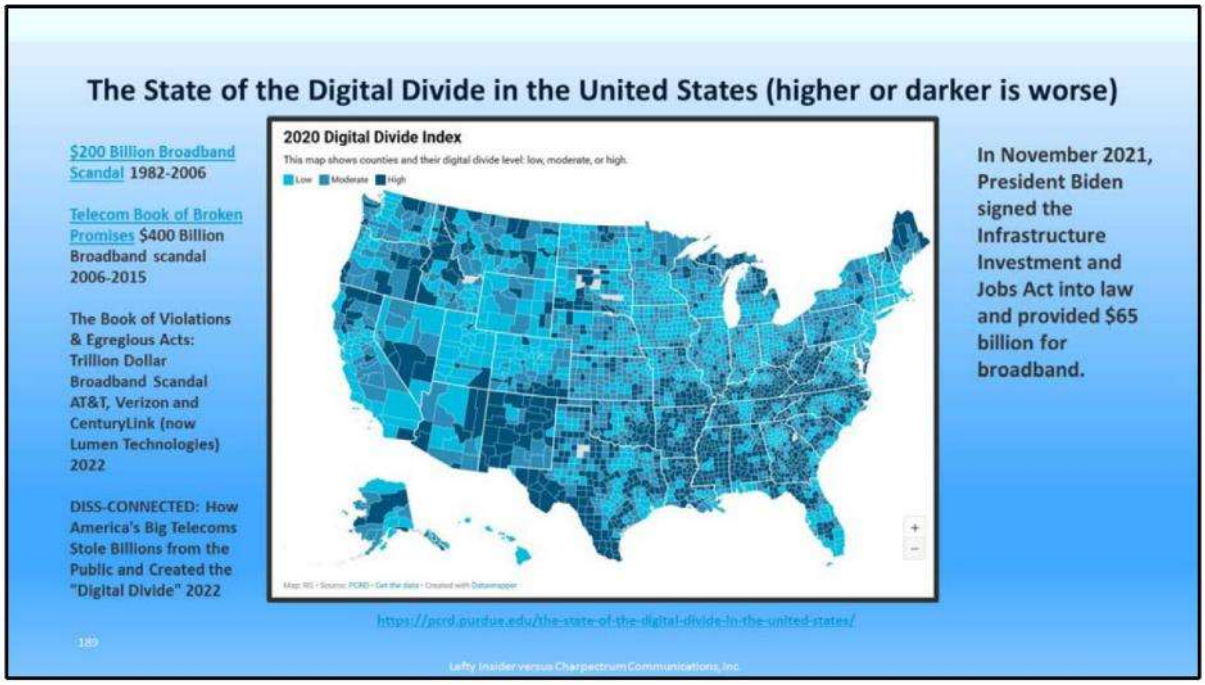


All bad and sad news.
If you ask ChatGPT why the Internet availability and price are so bad is the US, it will tell you that this is due to the lack of competition and government regulation.

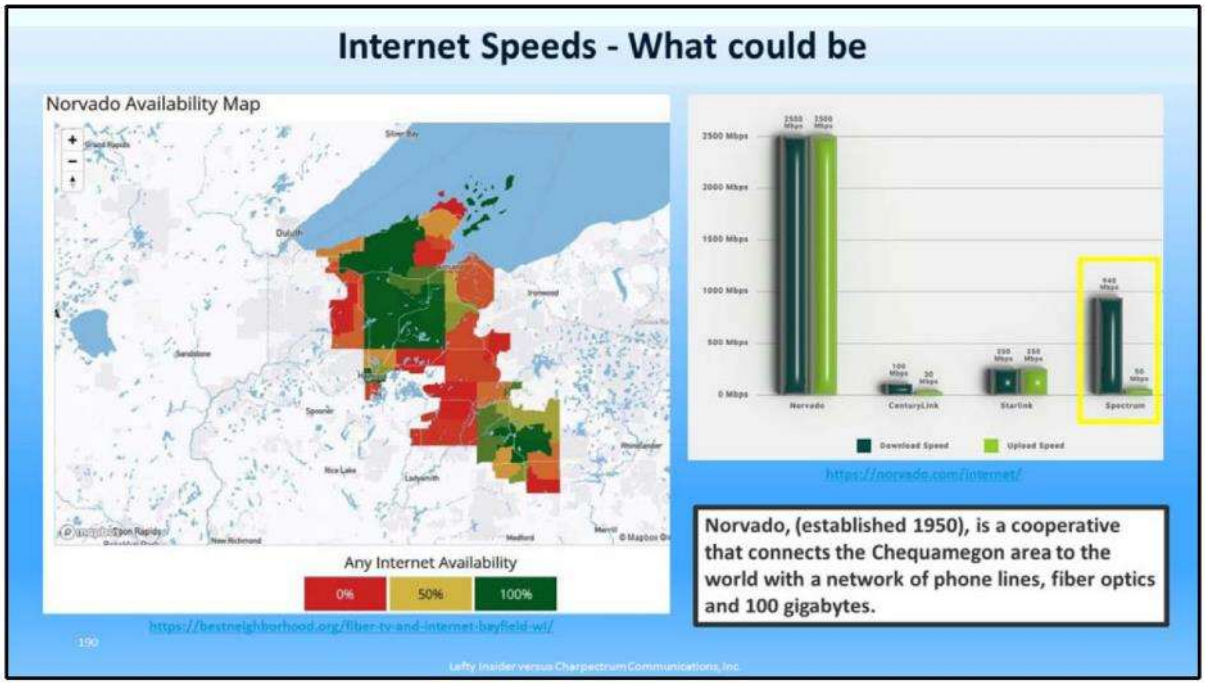
This is know as Regulatory Capture by the ISP and Big Tech monopolies.

Promises made for decades but not kept, and not held accountable for.
We all act like Charlie Brown.

10,000 Mbps is possible, but instead we get bad 1,000 Mbps!

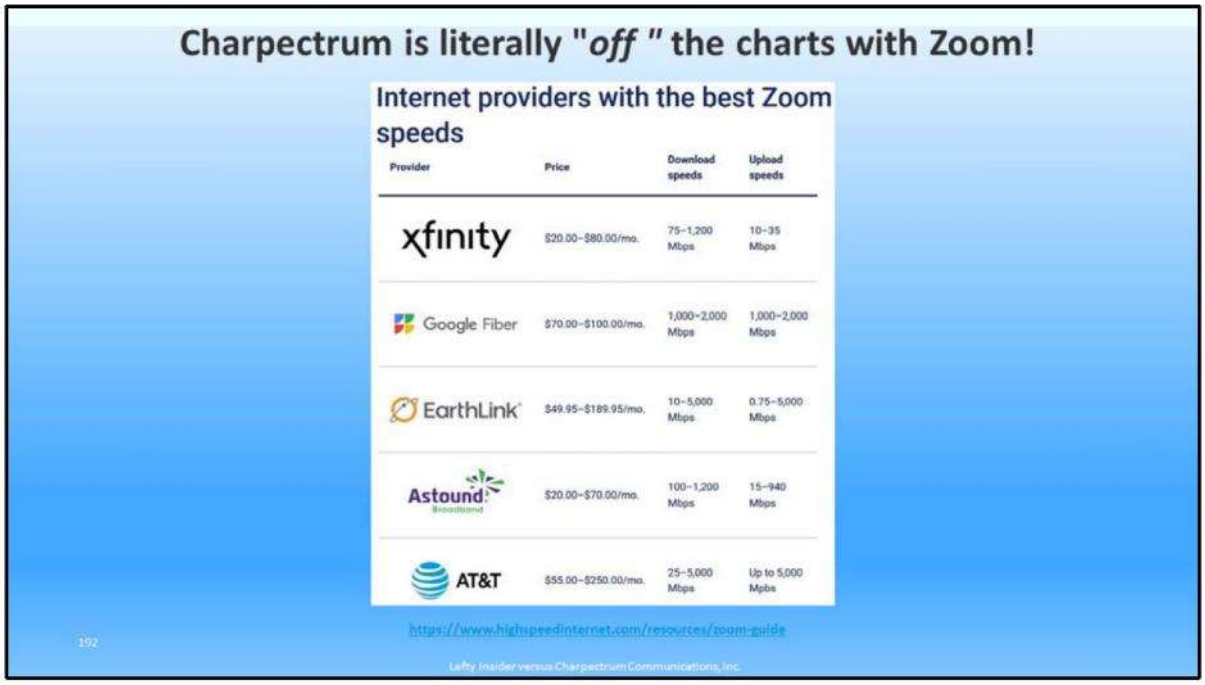


Dark to light is bad to good Internet access
Darkest areas are low on no Internet

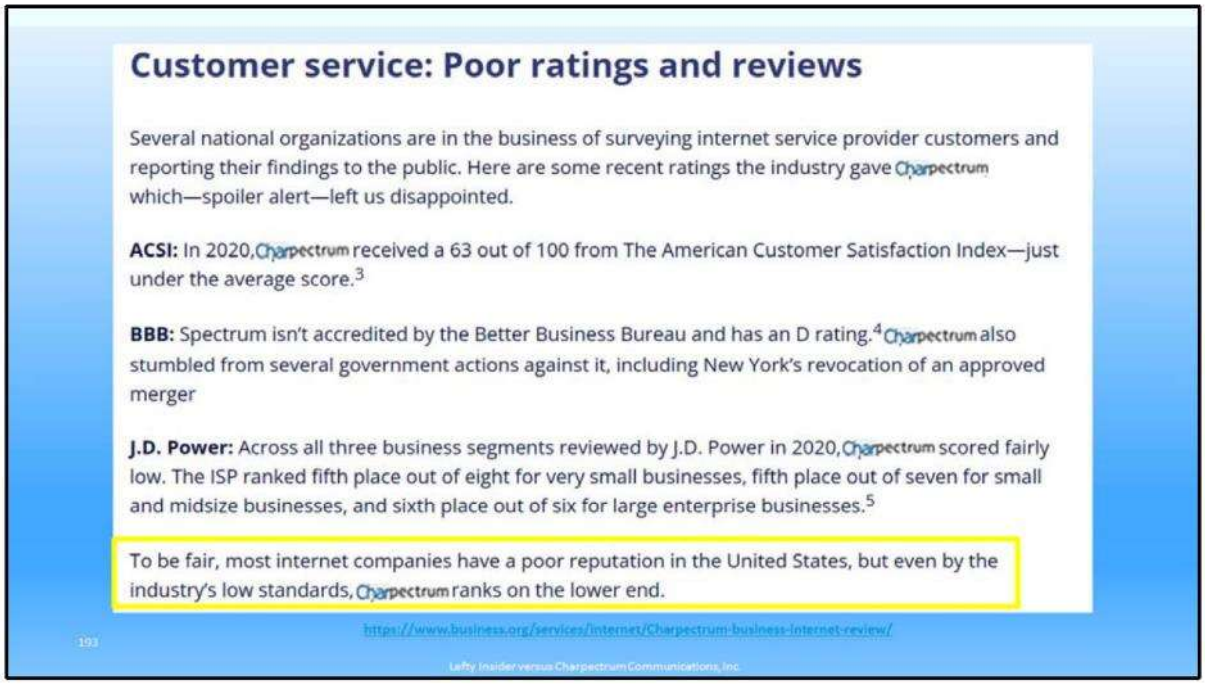


Notice Bayfield, Hayward, and Philips with fiber in detail.
Charpectrum/Charpectrum is a poor 2nd place.
About 18.27%, or 339 people, have Norvado 1Gb/1Gb fiber internet available to them in the city.
Mostly summer homes and casinos. Note: 2500 Mbps requires special equipment. Could be 10,000 Mbps with new routers and switches.
Special offer: $99.99 /mo Regular Price: $149.99/mo
This is relevant to my case because of the punitive damages request.

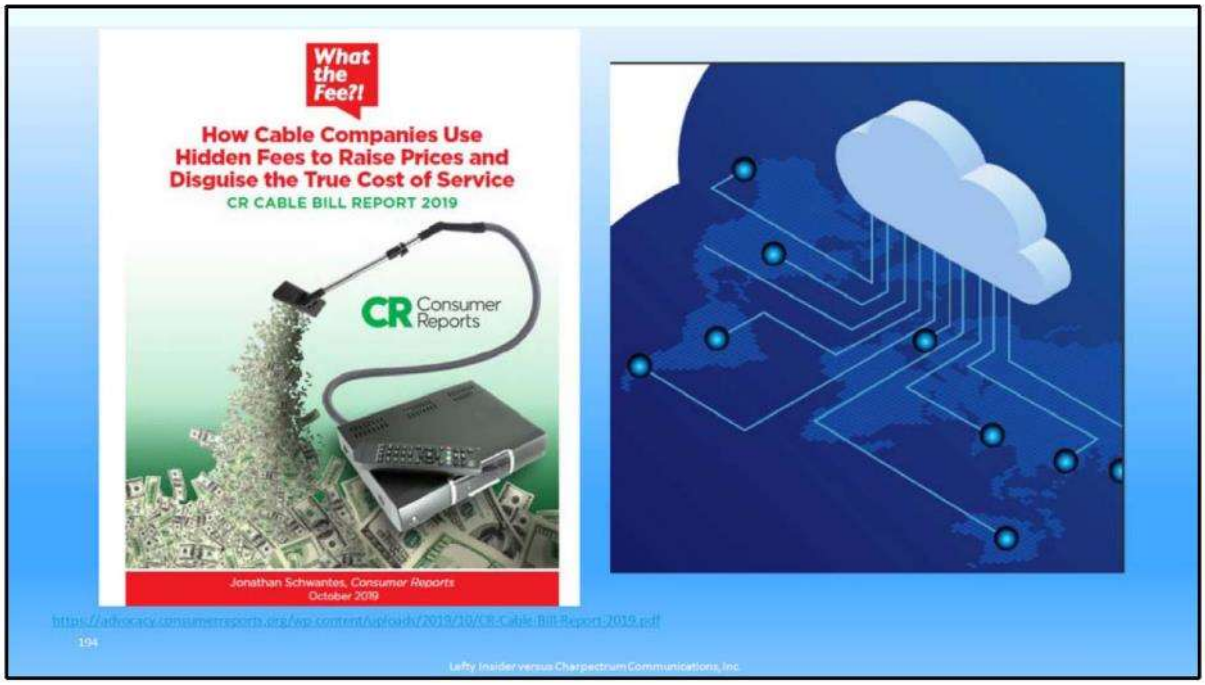
ISP's have bad ratings.



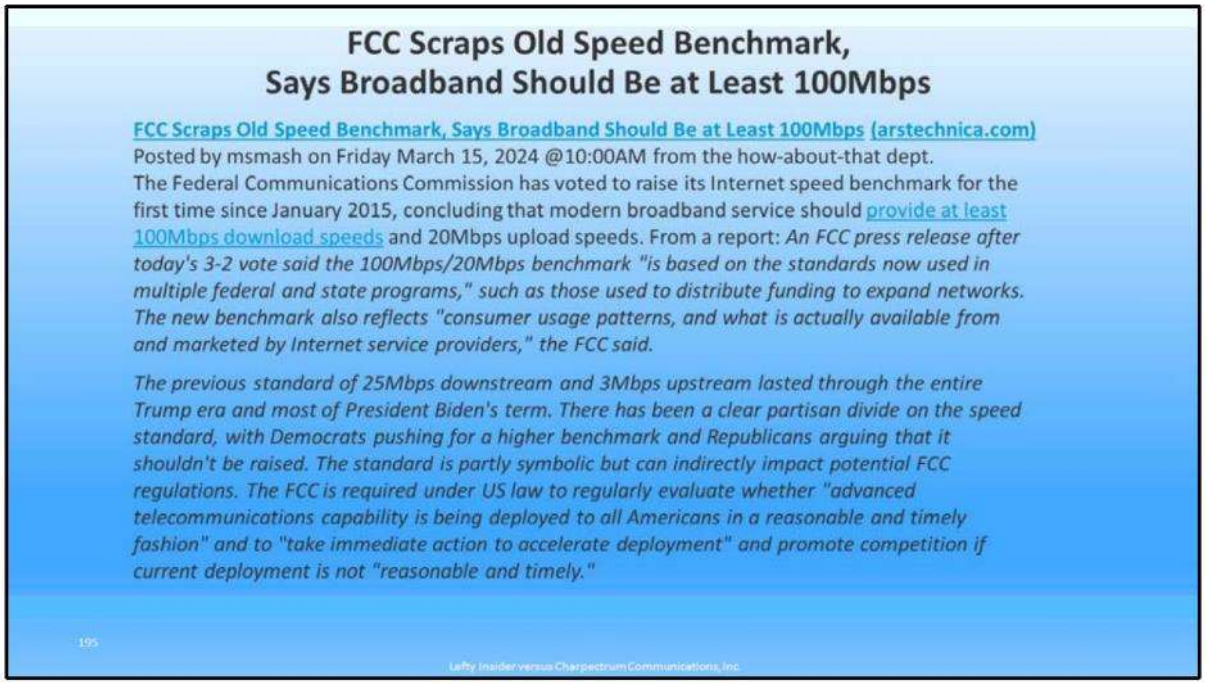
Worse than the top five on video conferencing.



The worst of the worst.



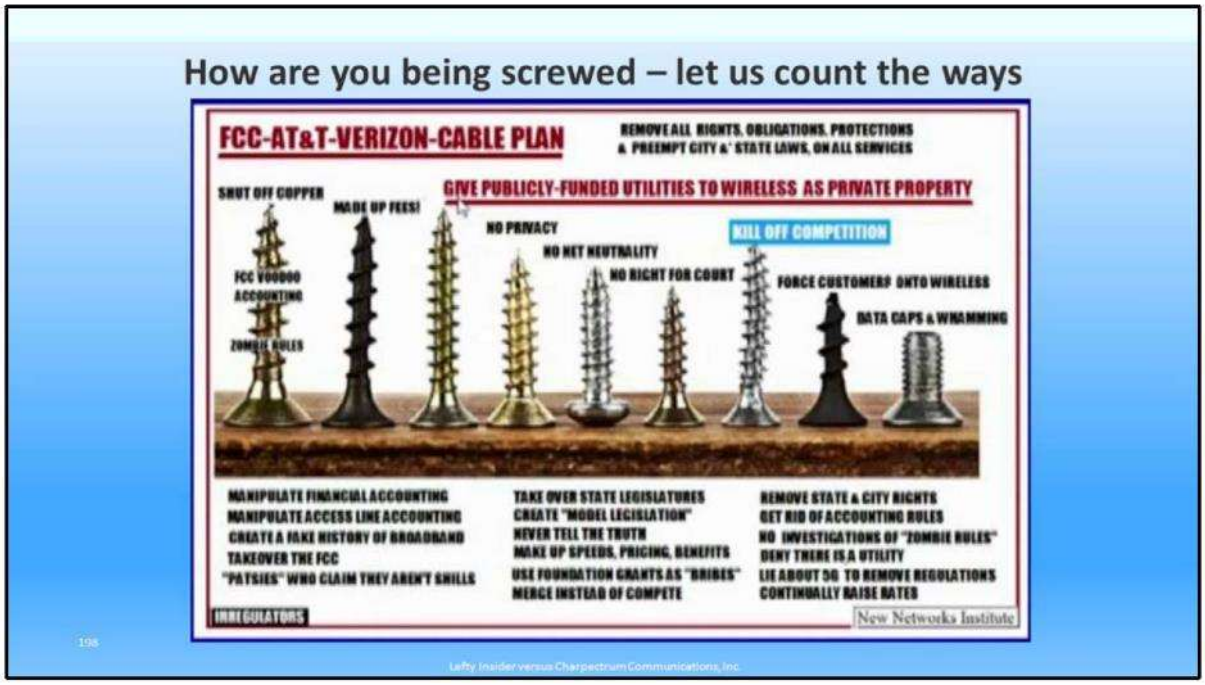
Consumer Reports on billing exploitation.



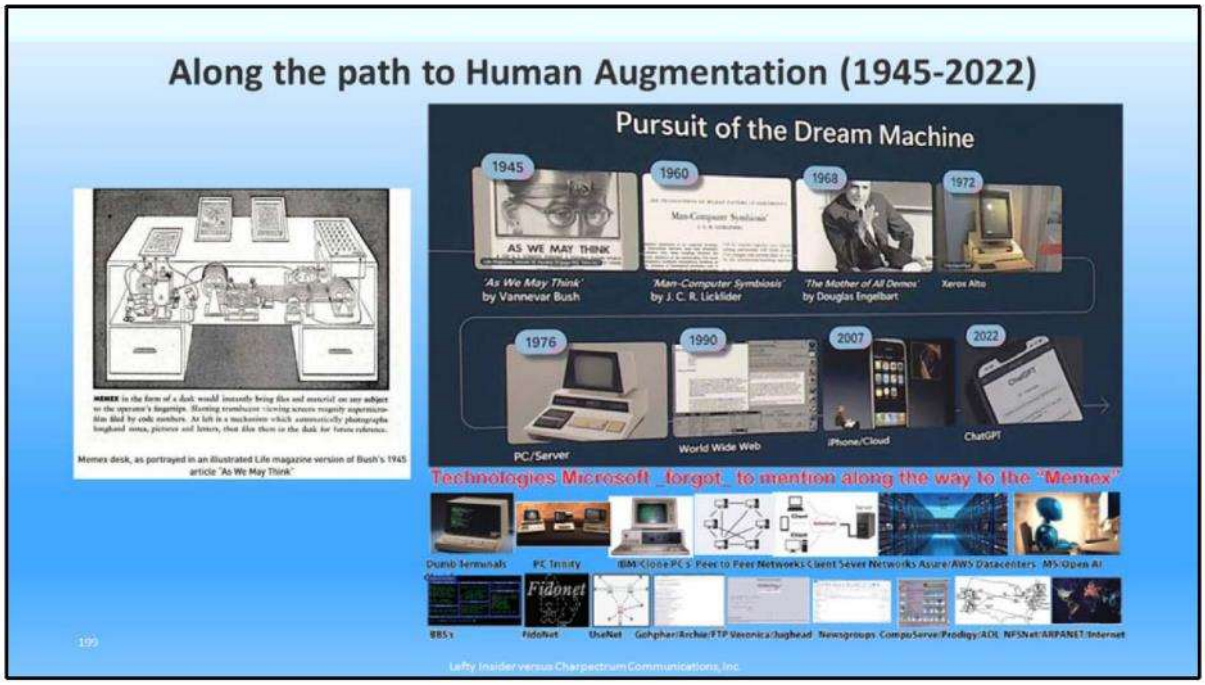
Cheating on taxes 2005 to 2021

Download Speeds From 2 Mbps to 1000 Mbps in 20 years

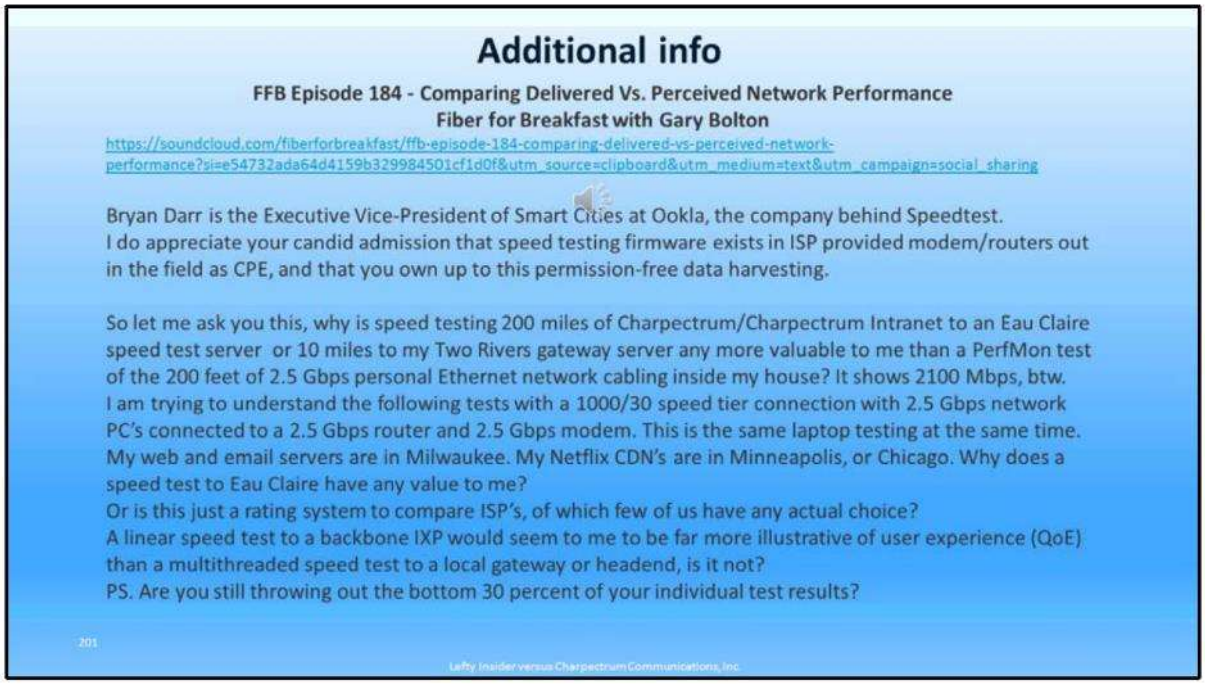
DOCSIS/Ethernet 40 Mbps to 10 Gbps over 20 years
We could have holographic doctors for telemedicine but instead we have monopolies.
We could have holographic teachers for home schools, but instead we have monopolies.
We could have holographic MRI, CT, and Xray scans for diagnostrics, but instead we have monopolies.

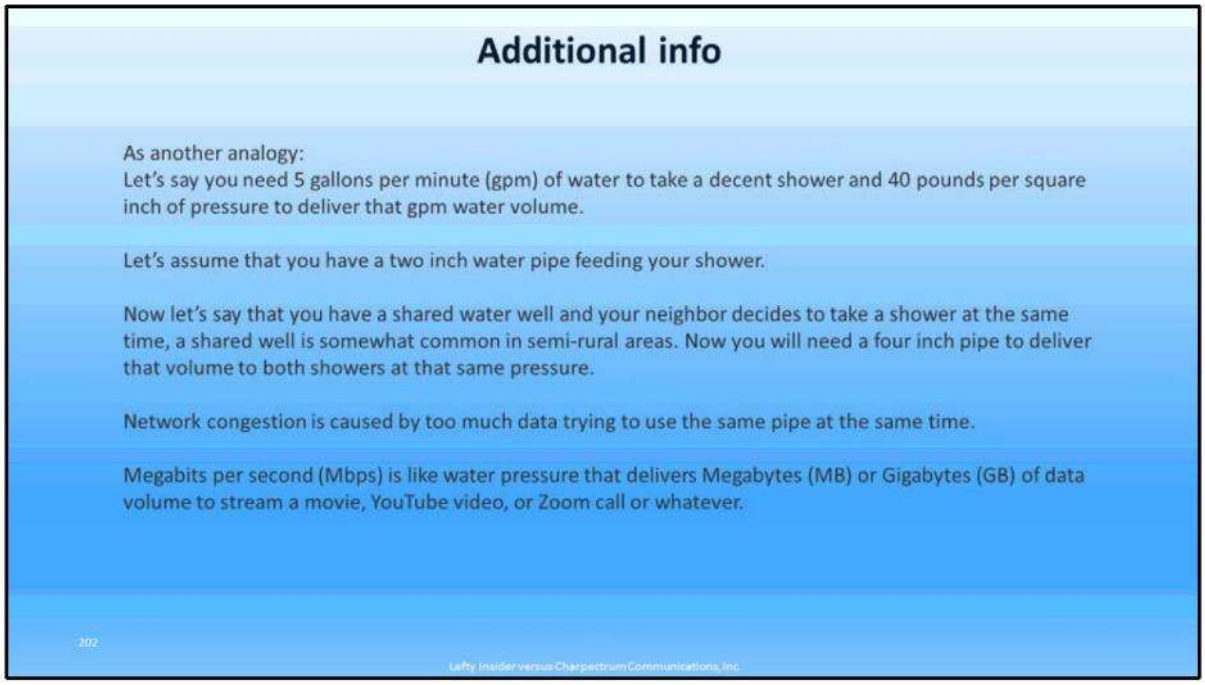


The IRREGULATORS at work


Along the path to Human Augmentation (1945-2022)
Pursuit of the Dream Machine
1945
AS WE MAY THINK
'As We May Think' by Vannevar Bush
1960
'Man-Computer Symbiosis' by J. C. R. Licklider
1968
'The Mother of All Demos' by Douglas Engelbart
1972
Xerox Alto
1976
PC/Server
1990
World Wide Web
2007
iPhone/Cloud
2022
ChatGPT
Memex desk, as portrayed in an illustrated Life magazine version of Bush's 1945 article "As We May Think"
Technologies Microsoft _forgot_ to mention along the way to the "Memex"
Dumb Terminals
PC Tinnity
IBM Clone PC's
Peer to Peer Networks
Client Sever Networks
Azure/AWS Datacenters
MS-Open AI
BBS's
FidoNet
UseNet
Gohpher/Archie/FTP
Veronica/Jughead
Newsgroups
CompuServe/Prodigy/AOL
NFSNet/ARPANET/Internet
199
Lefty Insider versus Charpectrum Communications, Inc.

Along the path to Human Augmentation (We can Aspire to This)
SHARE
10/24/2023 6:42 AM
RESULTS
SETTINGS
DOWNLOAD Mbps
52118.64
UPLOAD Mbps
51120.17
Ping ms
2
6
2
Ziply Fiber
GO
Seattle, WA
200
Lefty Insider versus Charpectrum Communications, Inc.


Additional info
FFB Episode 184 - Comparing Delivered Vs. Perceived Network Performance
Fiber for Breakfast with Gary Bolton
https://soundcloud.com/fiberforbreakfast/ffb-episode-184-comparing-delivered-vs-perceived-network-performance?si=e54732ada64d4159b329984501cf1d0f&utm_source=clipboard&utm_medium=text&utm_campaign=social_sharing
Bryan Darr is the Executive Vice-President of Smart Cities at Ookla, the company behind Speedtest.
I do appreciate your candid admission that speed testing firmware exists in ISP provided modem/routers out in the field as CPE, and that you own up to this permission-free data harvesting.
So let me ask you this, why is speed testing 200 miles of Charpectrum/Charpectrum Intranet to an Eau Claire speed test server or 10 miles to my Two Rivers gateway server any more valuable to me than a PerfMon test of the 200 feet of 2.5 Gbps personal Ethernet network cabling inside my house? It shows 2100 Mbps, btw.
I am trying to understand the following tests with a 1000/30 speed tier connection with 2.5 Gbps network PC's connected to a 2.5 Gbps router and 2.5 Gbps modem. This is the same laptop testing at the same time.
My web and email servers are in Milwaukee. My Netflix CDN's are in Minneapolis, or Chicago. Why does a speed test to Eau Claire have any value to me?
Or is this just a rating system to compare ISP's, of which few of us have any actual choice?
A linear speed test to a backbone IXP would seem to me to be far more illustrative of user experience (QoE) than a multithreaded speed test to a local gateway or headend, is it not?
PS. Are you still throwing out the bottom 30 percent of your individual test results?
201
Lefty Insider versus Charpectrum Communications, Inc


Additional info
As another analogy:
Let's say you need 5 gallons per minute (gpm) of water to take a decent shower and 40 pounds per square inch of pressure to deliver that gpm water volume.
Let's assume that you have a two inch water pipe feeding your shower.
Now let's say that you have a shared water well and your neighbor decides to take a shower at the same time, a shared well is somewhat common in semi-rural areas. Now you will need a four inch pipe to deliver that volume to both showers at that same pressure.
Network congestion is caused by too much data trying to use the same pipe at the same time.
Megabits per second (Mbps) is like water pressure that delivers Megabytes (MB) or Gigabytes (GB) of data volume to stream a movie, YouTube video, or Zoom call or whatever.
202
Lefty Insider versus Charpectrum Communications, Inc

There are laws against this behavior! Let this slide up for awhile at the end.

There are laws against this behavior! Let this slide up for awhile at the end.

The page is intentionally blank.

Circuit Court

January 5, 2024 Circuit Court – Preliminary Hearing Transcript

The Court: I see that you have filed more than a hundred documents in this case. They are not organized for the court here in any discernable fashion.

The plaintiff: I provided them to your staff on paper, and they were electronically filed to the state system by the Clerk of Courts office, your honor.

The Court: well they are a mess and make it difficult for this court to work with.

Question: Your honor, how am I, a Pro se complainant, supposed to utilize the Small Claims Court system if the posted instructions and court guidelines are incomplete, contradictory within themselves, and also between County and State versions, and yet also incorrect, and outdated, This in addition to the clerk's office being often unaware, misinformed, obscurative, and frequently downright obstructive?

Answer: This system is here for you to access, not to utilize. You need an attorney to utilize it and you are not an attorney. Despite that you are filing all these motions like you think you are. You submit what you think is admissible evidence to this court but it is not. Trust me, this is not evidence. You are not an attorney, but you think you are. Believe me, you are not.

Statement: Your honor my own first hand witness testimony under oath, along with the data I have collected is my evidence. This court has disallowed or ignored my motions for depositions for external first hand witness testimony, and for relevant document discovery. This court has also denied my motions to compel this defendant to provide this discovery evidence and relevant testimony. And finally this court has also denied my request for an evidentiary hearing to sort this all out.

Statement: Your honor, I have attempted to obtain attorney counsel, however they all are either not interested in this case, or seek remuneration fees far beyond the financial relief I seek from the defendant in this court.

Response: "Yes, that is the way the system works," he says with a certain glee in his voice. "When I was an attorney I used to tell my clients trying to recover five thousand dollars through this court system, that they could, but they would need to pay me five thousand dollars to get it."

A sample transcript of interactions with a County Circuit Court judge

Proceeding from this enlightening and wonderful preliminary hearing to a trial date. Lefty came fully prepared, this time with a Surface tablet containing a PowerPoint presentation, a 24 inch external display monitor, and a plastic tote full of court related paperwork.

Sitting on the bench outside while awaiting the courtroom door to be opened the judge walked by on the way to his office and visually scoffed at my apparent preparation materials loaded on a wheeled cart. Little did Lefty know that this would portend what was to come at him shortly. As his clerk relayed to Lefty over the phone when acquiring about setting a date for an Evidentiary Hearing, *"he will deal with you shortly*."

But before we move on to the transcript of what happened, let us explore a scenario to be able to actually get a transcript from the court system.

Based on the Small Claims Court instructions mentioned previously, a person simply need to send a check to the Clerk of Courts and the transcript would be sent to a plaintiff.

But like much else of these instructions they are outdated and wrong. Lefty sent the check as proscribed and nothing happened. Upon further inquiry the check was claimed to be never received or found, but also never cashed. So lost, apparently.

As it turns out a new undocumented process was being used, a remote Statewide Digital Court Reporter, and after some emails and phone calls, Lefty found out who this person was and had the following emails exchanges. Frustrating to read, but even more so to live in real time.

From: Lefty Insider <lefty@insiderpub.io>
Sent: Monday, April 1, 2024 11:10 AM
To: Court Reporter < CourtReporter@wisccourts.gov>
Subject: Trial transcript

Hello Court Reporter,

I was in contact with the Branch Court office and they gave me your email address.

I am looking for a transcript for the trial mentioned in the attached Request for Transcript.

I sent this form and a check to the courthouse last week as instructed on their website, only to discover today by phone that this instruction no longer applies to this particular Branch only, due to their apparently exclusive use of the statewide system.

I have amended this same form with your name and attached it as well.

I do have a few questions:

I assume that you are transcribing from either stenographic notes or audio recording or both.

1. What are the output formats you can provide me? Paper, digital file, audio file, video file (from the Zoom recording)
2. How long does this typically take to provide this.
3. The cost on the web site is $2.75 per page. Does this remain accurate?
4. How is payment to be made, to whom and where?

Very shortly there will also be a Notice of Appeal and the need for a Statement on Transcript.

Can I assume that the current website instructions below for this are incorrect as well? If so, how should I proceed?

From: Court Reporter [mailto: CourtReporter@wisccourts.gov]
Sent: Monday, April 01, 2024 12:38 PM
To: 'Lefty Insider' <lefty@insiderpub.io>
Subject: RE: Trial transcript

Mr. Insider,
Thank you for reaching out.
This request can be completed within 45-60 days upon my receipt of your prepayment, sent to the address listed below. I have attached for you a preliminary invoice that provides an estimate of what I require before starting the transcript.
The equation I am using to gather this information is 19 minutes divided by 60 times 40 per AAERT guidelines, which would approximate 12 pages. Included with that length though is three pages for a title, index, and certification page, which I have added to the invoice as a total of 15 pages plus $2.00 for shipping, totaling $43.25. This is at $2.25 per page and $0.50 per copy. We can work out any discrepancies with this once the transcript is complete and I have a more accurate page count.
I have also attached for you a different transcript request form to fill out in addition to what you sent me, just for my benefit. If you don't mind filling that out and sending it with your prepayment, it would be greatly appreciated.

Of course, there is a new form to replace the old form.

To your questions if they were not answered above:
1. I can only provide you a paper copy and/or digital PDF file, and a copy of the audio only at the approval of Judge Wannabe. I do not have access to the Zoom video or any cameras in the courtroom. A copy of the audio, if approved, is $10 plus the cost of a flash drive and shipping. In my prior experience, this totals about $20.
2. Due to my current workload on transcripts from other judges around the state, I cannot guarantee a specific completion date prior to the required 45-60 days. As it is a rather short hearing, I can tell you it is likely going to be done before 60 days, but I cannot tell you when. You will be notified of its completion and when I intend to send a physical copy.
3. Payment can be made via check to me at the address below.

Don't hesitate to reach out if you have any additional questions in the meantime. I will keep an eye out for your prepayment and the CS-211 form.

Thank you!
Statewide Digital Court Reporter
Attachments: CS-211.pdf, 2024-028KS.pdf

From: Lefty Insider <lefty@insiderpub.io>
Sent: Tuesday, April 2, 2024 8:51 AM
To: Court Reporter < CourtReporter@wisccourts.gov>
Subject: RE: Trial transcript

I will put the form and check for $63.25 in the mail today.
I would like the pdf and sound file on a usb drive to be sent to me, unless...
Unless you have a secure download site available, or you would be willing to upload it to my website.
Do we have options on the sound file format? Low quality mp3 or higher quality flac file?
Thanks,
Lefty

From: Court Reporter [mailto: CourtReporter@wisccourts.gov]
Sent: Wednesday, April 03, 2024 3:49 PM
To: 'Lefty Insider' lefty@insiderpub.io
Subject: RE: Trial transcript

Mr. Insider,
I can send you a physical copy of the transcript, as well as the PDF and audio file on a flash drive. The file format can only be MP3 and cannot be uploaded elsewhere. Please note that I will not begin to fulfill this request **until I have received your prepayment**, so I will keep an eye out for that in the mail.
Thank you!
Statewide Digital Court Reporter

From: Court Reporter [mailto: CourtReporter@wisccourts.gov]
Sent: Monday, April 08, 2024 1:45 PM
To: 'Lefty Insider' lefty@insiderpub.io
Subject: RE: Trial transcript

Mr. Insider,
Good afternoon. I received correspondence from the Clerk of Courts that they received your first payment. Just checking to see if you sent the $63.25 you mentioned to them again or to the one listed below where I'm located? I have not gotten anything in the mail from you. Please advise.
Statewide Digital Court Reporter

From: Lefty Insider <lefty@insiderpub.io>
Sent: Monday, April 8, 2024 2:05 PM
To: Court Reporter < CourtReporter@wisccourts.gov>
Subject: RE: Trial transcript

Court Reporter,
I sent that to them two weeks ago, because their published instructions are incorrect.
If they sent you the check and the wrong form, you can return it to me with the transcript when completed.

I did sent the new form and check to you at the correct address last week.
You will most likely see it tomorrow, depending on how much the postal mail has been slowed down recently.
Let me know if you do not,
Lefty

From: Court Reporter [mailto: CourtReporter@wisccourts.gov]
Sent: Monday, April 08, 2024 2:10 PM
To: 'Lefty Insider' lefty@insiderpub.io
Subject: RE: Trial transcript

Thank you. I will let you know if I receive it by end of business tomorrow.
Statewide Digital Court Reporter

From: Court Reporter [mailto: CourtReporter@wisccourts.gov]
Sent: Tuesday, April 09, 2024 12:35 PM
To: 'Lefty Insider' lefty@insiderpub.io
Subject: RE: Trial transcript

Mr. Insider,
I have received your payment. I will get started, but I will remind you again that I have up to 60 days to complete your request, which would put us at about May 17, 2024. If you do not receive a copy of your audio and pdf transcript on or before that date, please let me know.
Thank you!
Statewide Digital Court Reporter

From: Lefty Insider <lefty@insiderpub.io
Sent: Tuesday, April 9, 2024 1:13 PM
To: Court Reporter < CourtReporter@wisccourts.gov>
Subject: RE: Trial transcript

Court Reporter,
As you said, it is only 19 minutes, and please make the audio request to the judge as soon as you can.
I have been at this since last August, so any consideration would be appreciated.
Lefty

From: Court Reporter [mailto: CourtReporter@wisccourts.gov]
Sent: Tuesday, April 09, 2024 1:16 PM
To: 'Lefty Insider' lefty@insiderpub.io
Subject: RE: Trial transcript

Judge Wannabe has already accepted the audio request and is complete on my end. As for the transcript, you are fourth on my list right now. I will ship the flash drive and transcript before May 17.
Statewide Digital Court Reporter

Meanwhile, while this weird fiasco is working itself out, yet another pops up.

From: Lefty Insider [mailto: lefty@insiderpub.io]
Sent: Sunday, April 21, 2024 9:53 AM
To: Deputy Clerk ‘ < DeputyClerk@wisccourts.gov>
Subject: Case Number 2023-0xxx
Deputy Court Clerk trainee,
Judge Wannabe dismissed this case on March 28, 2024, pending an order from the court. I have yet to see that order, now coming up on 30 days later.
Is it still pending?
Thanks,
Lefty

From: ‘Deputy Clerk‘ [mailto: DeputyClerk@wisccourts.gov]
Sent: Monday, April 22, 2024 11:48 AM
To: 'Lefty Insider' lefty@insiderpub.io Subject:
RE: Case Number 2023-0xxx

Mr. Insider,
The Order for Dismissal was filed on 4/08/24. If you would like to obtain a copy of this order, please visit the Clerk of Courts Office in person and they can supply you with a copy.
Thank you.
Deputy Clerk

Really? Lefty needs to burn some dead dinosaurs to go and get this paper?. They can’t mail or email it? Perhaps even attach it to this actual email. NO?

Meanwhile, Lefty is still trying hard to get a an actual trial court transcript.

From: Lefty Insider [mailto: lefty@insiderpub.io]
Sent: Friday, April 26, 2024 7:53 AM
To: Court Reporter < CourtReporter@wisccourts.gov>
Subject: RE: Trial transcript

Court Reporter,
I have received the audio transcript and paper transcript, they look good at first reading, thanks for the timely service.
I was however expecting to see a copy of the transcripts as a pdf on the flash drive as we had discussed. Can you email me that pdf?
Lefty

From: Court Reporter [mailto: CourtReporter@wisccourts.gov]
Sent: Friday, April 26, 2024 8:09 AM
To: 'Lefty Insider' lefty@insiderpub.io
Subject: RE: Trial transcript

Mr. Insider,
My apologies for that oversight. You can find the PDF attached here.

Statewide Digital Court Reporter
Attachment: County Circuit Court 23SCxxx 03.28.2024 Court Trial.pdf

Well hallelujah, that didn't take long did it? It wasn't frustrating at all. Just you wait until you read the actual transcript!

March 28 Circuit Court Trial

Transcript

STATE OF WISC CIRCUIT COURT
LEFTY INSIDER, . Case No. 2023 SC xxx
Plaintiff
Vs.
CHARPECTRUM COMMUNICATIONS, . 8:29 a.m.
Defendant

Thursday, March 28, 2024
TRANSCRIPT OF COURT TRIAL
BEFORE THE HONORABLE JUDGE WANNABE
COUNTY CIRCUIT COURT
APPEARANCES:
For the Plaintiff: LEFTY INSIDER
For the Defendant: ATTORNEY DUFUS
Proceedings recorded by electronic sound recording;

PROCEEDINGS
(Proceedings commenced at 8:29 a.m.)
THE COURT: We'll go on the record, then, in Lefty Insider vs. Charpectrum Communications, Inc., 23-SC-xxx.
Mr. Insider appears in person and without an attorney. Correct, sir?
MR. INSIDER: That is correct, Your Honor.
THE COURT: And other appearances?
ATTORNEY DOOFUS: Attorney Doofus on behalf of defendant, Your Honor.
THE COURT: All right. The matter is on the calendar for a court trial. There was a commissioner's hearing back on January 5th; Mr. Insider filed his demand for trial. The Court met previously with the parties and set deadlines in regards to the filing of motions, and indicated we'd take those up prior to the start of the hearing today. However, in reviewing the file in preparation for today, it appears most of this may be moot.
And what I mean by that is, Mr. Insider, your claim as I understand it, is that you are not receiving Internet speeds that you contracted for; correct?
MR. INSIDER: Myself, and other Charpectrum customers.
THE COURT: Well, other Charpectrum customers aren't plaintiffs right now; you are. So your claim is that you have not been getting the Internet speeds you contracted for; correct?

MR. INSIDER: And what I am being billed for and I will show the Court that I'm not alone in that, yes.

THE COURT: Mr. Insider, you need to answer questions "yes" or "no." Is that -- is that your claim?

MR. INSIDER: Yes, Your Honor.

THE COURT: Okay. You have not filed a copy of your Terms and Conditions of service. Do you know what that is?

MR. INSIDER: The Charpectrum Hold Harmless Agreement document, Yes Your Honor?

THE COURT: Your Terms and Conditions of service. I went through the file again this morning, and there are, by my count, 122 documents that are part of the file. Many of those documents have multiple exhibits attached to them. And the file is replete with documents that cover testing speeds and whatnot, but what is not in there, Mr. Insider, is your terms and conditions of service. Do you have that document?

MR. INSIDER: I have -- yes, I do have that document, Your Honor. I have read the document.

THE COURT: It -- it's not part of the file.

MR. INSIDER: I don't understand the relevance of that, Your Honor. I did not sign it, nor click to agree to it, nor is it relevant to my case.

THE COURT: Because it's what tells me what the agreement between the two of you is, okay, and it's what tells me whether or not there are exceptions; all right? It's similar, Mr. Insider, to you being a landlord and coming in and telling me you want to evict your tenant, and then you don't give me a copy of the lease. And you can't tell me what -- you can't show me what conditions of the lease they're violating.

That's -- the Terms and Conditions of service is the actual agreement between -- it's the binding agreement between you and Charpectrum in terms of what they're selling to you, what they're providing to you, and what you're agreeing to pay for. Your claim is that they're violating that, and you don't have that agreement here. I can't even look at it and see what it actually is in the terms and conditions of service that they're alleged to have violated. I even went back, Mr. Insider, and I looked at all of your demands for production. You don't ever request the terms and conditions of service. Am I correct --

ATTORNEY DOOFUS: That's --

THE COURT: -- Counsel?

ATTORNEY DOOFUS: -- that's correct, Your Honor.

MR. INSIDER: Again, I have signed no such agreement or agreed it in any manner. I have not included it's 13 pages of 6 point type, because it is not relevant to my case. The Commissioner apparently agreed, since he did not raise this issue in the first hearing.

THE COURT: Okay. How did you sign up for service then? Here, and what I'll tell you is this: typically, the way this happens -- and I'm not saying it happened this way in your case -- typically, the way this happens is when you go online to sign up for service, you scroll down, and you click "I agree" to the terms and conditions of service, and that's what creates the -- that's what creates the authority for them to bill you. And that's the document that you need to show me.

You have not -- you have -- I'm -- I would almost guarantee you have not literally put your hand to paper and signed something, but my assumption is, based on how this works for almost everybody else, is you scrolled down to the end, clicked "I agree," and commenced your service. That's the terms and conditions of service. That's the document that you need to have that shows me what they're alleged to have violated.

MR. INSIDER: Yet again, that is not the case here--

THE COURT: And you don't have that.

MR. INSIDER: -- that is not the root of my case, Your Honor, respectfully.

THE COURT: But -- But --

MR. INSIDER: The root of my case is what is being advertised and more importantly, what is being billed to me for a service that I am not receiving.

THE COURT: Okay.

MR. INSIDER: -- I have not

THE COURT: Stop.

MR. INSIDER: -- clicked through an agreement.

THE COURT: Stop. They can only bill you what you've agreed to be billed; correct?

MR. INSIDER: No.

THE COURT: Oh. Mr. Insider, you --

MR. INSIDER: I have not --

THE COURT: -- clearly do not understand the law, and I'm sorry about that, okay? I'm sorry about that. You -- there is absolutely a -- here, you know what? I'm going to show you.

MR. INSIDER: I've read it

THE COURT: I'm going to show you what I'm talking about, because you don't seem to understand it

MR. INSIDER: Okay.

THE COURT: It's going to take me a while; I have to find one of the bills. At this point, I'm going to invite both parties to try and help me find one of the bills.

MR. INSIDER: I have -- every bill that I have received in five years right here at my table

THE COURT: Well – hang on. Hang on. I want one from the file, though.

THE COURT REPORTER: Judge, if I could interrupt. I'm not sure who's at the table with Mr. Insider, but if she's going to be speaking, I'm going to need her name.

THE COURT: She's not going to be.

THE COURT REPORTER: Okay.

MR. INSIDER: May I ask who's on the Zoom call?

THE COURT: That's the court reporter, sir.

MR. INSIDER: Oh, okay. The stenographer.

THE COURT: The court reporter. She's a remote digital court reporter.

MR. INSIDER: Thank you.

THE COURT: And for both parties' sake, because I assume this is -- I assume our conversation today is not going to be the end of things -- you probably -- when you file documents, want to make it somewhat clearer as to what's contained in each of the respective filings, because things like "Batch 5" and "Batch 6" don't make it easy to find stuff. And I know I looked at about a dozen bills this morning.

MR. INSIDER: All of mine were filed at the Clerk's Office, and I have no control over, nor was I given instruction on, or guidance on how your Clerk of Courts handles these paper documents.

THE COURT: Okay. Just so we're clear, sir, nothing's filed by the Clerk's Office. You bring it in for filing, they scan it in. And if you don't tell them how to differentiate it, they will -- they will bulk scan it, and that's how you end up with stuff like this. I might have it. Here we go. I'm going to print this out for both sides.

Madame Clerk, you want to grab me those?

THE CLERK: Yup.

THE COURT: Thank you. Would you give one of these to each of the parties?

ATTORNEY DOOFUS: Thank you.

THE COURT: For the sake of the record, the Court's looking at Document 12, which I believe is the answer and counter-claim. And I'm looking at Page 11 of that. And I've highlighted -- I've provided a copy of Page 11.

And just so the record's clear that we're all looking at the same thing, Mr. Insider, the top of that document that I gave you has case 23-SC-xxx, Document 12, scanned 9/12/2023, and Page 11 of 39 at the top; correct?

MR. INSIDER: Yes.

THE COURT: And Counsel, yours has that as well?

ATTORNEY DOOFUS: Correct, Your Honor.

THE COURT: All right. The Court has highlighted a portion of that. This is a -- this is a copy of a bill that Mr. Insider attached to his pleadings.

And it says there, Mr. Insider, "Charpectrum Terms, and Conditions of Service - In accordance with the Charpectrum Terms and Conditions of Service, Charpectrum services are billed on a monthly basis," okay? That's -- that -- that's applicable to the billing, but that is what tells me somewhere there exists a terms and conditions of service. That is the agreement between you and Charpectrum that says, "This is what I'm paying for, and this is what they're giving me." You have not given me that. You have not shown me that. You're claiming a violation of it, but you have not shown me that. I understand how you can miss that step because you're not an attorney, but you need to have that for me, sir. **I understand the commissioner conducted the hearing without it -- good for him**. You need to show me the Terms and Conditions of service because that's the agreement between you and Charpectrum that you're claiming they're violating. You haven't attached it.

MR. INSIDER: Again, Your Honor, that is not at the root of my claim --

THE COURT: Okay. It is.

MR. INSIDER: -- nor have I signed any such Terms and Conditions either on a written signature or a click-through signature, nor has the defendant provided any evidence of the fact that I had in fact agreed to that document

THE COURT: Okay.

MR. INSIDER: -- because I have not –and I cannot prove a negative.

THE COURT: It's not --

THE COURT: -- they're not the ones bringing the claim, Mr. Insider; you are. You have the burden of proof. You might not understand that because you're not a lawyer.

MR. INSIDER: No, I do --

THE COURT: Okay?

MR. INSIDER: -- I -- I fully understand --

THE COURT: I don't think --

MR. INSIDER: -- Your Honor.

THE COURT: -- you do, because you're telling me what I need doesn't exist, and it does.

MR. INSIDER: It does exist, Your Honor, but it is not the root of my claim – nor does a mention of it on a bill indicate anything at all, other than a reference to the billing frequency

THE COURT: -- absolutely is. It is what -- it's the key, Mr. Insider. It is what you need to have before I can even consider whether there is a violation. How can I consider what you -- everything you've attached here, everything you filed, is in support of your claim that they are not providing you contracted service speeds. You don't have the contract that tells me what those are. And the reason I need to see that is because there are usually exceptions in there. There are -- there's usually "fine print" that gives them an out. You don't have that here. You need to have that. Based on the fact that you don't, you can't possibly prove to me that there is a violation of the agreement because you don't have the agreement filed.

The Court's going to dismiss your claim without prejudice -- you're free to refile it. You would likely need to have your Terms and Conditions of service when you do.

MR. INSIDER: Your Honor, the Terms and Service conditions are on the bill itself. The --

THE COURT: No, they're not.

MR. INSIDER: -- bill says I am paying for 300 megabits. It's says I am paying for 500 megabits, or it says I'm paying for a 1000 megabits. That is on each and every bill I receive from Charpectrum. So they are conditioning the payment. They are advertising and billing based on a number, and that number comes to me on every bill, it comes to me on every advertisement that they make. The Terms of Service does not establish contracted speeds, the bills do!

THE COURT: Advertisements are not contracts. Bills are not contracts.

MR. INSIDER: I have -- Your honor, the Terms of Service does not meet the two conditions of a contract you just mentioned, what I am getting and what I am paying for it. Bills can be used to enforce contracts, and I would proffer that in the absence of a contract, the bill then becomes the contract.

THE COURT: Your Terms and Conditions of service -- and don't tell me again that you didn't sign a -- that you -- that there is no condition -- Terms and Conditions of service, because if there isn't, Mr. Insider, if there isn't, then you legally have no claim against them because they have no obligation to provide you with anything. **You're making arguments that -- that don't make sense. In your mind, I'm sure they do.** I am telling you there is absolutely an agreement between you and Charpectrum, because that's why you pay them. If you're telling me there is no Terms and Conditions of service, then you can't sue them because they have no obligation to provide service to you.

MR. INSIDER: I will cite legal precedent, Your Honor. In --

THE COURT: No.

MR. INSIDER: -- *Turner v. Charpectrum*, when the Judge ruled that click-through agreements are not enforceable. That is legal precedent, Your Honor. Click-through agreements where you click on website -- those are not enforceable, and that is precedent established in *Turner v. Charpectrum* in Colorado. Mr. Turner, as I am, appeared in this court Pro se without an attorney.

THE COURT: This is not Colorado.

MR. INSIDER: It is legal precedent by example, nonetheless Your Honor.

THE COURT: In the State of Colorado, maybe. The states don't have the same laws. And even if they did, you haven't cited the case as a reason for not attaching your terms and conditions of service.

MR. INSIDER: Again, I have already stated my reasoning for not including what I view as the irrelevant Terms of Service. All this will become clear with my presentation of evidence that I had hope of being allowed by this court to present, citing this case and many other relevant facts.

THE COURT: Okay. You don't --

MR. INSIDER: All I ask all I ask is to provide first hand data supported witness testimony. A lot of this will be clarified.

THE COURT: -- I can't let you because you don't tell me what the agreement is between the two of you. You don't have the agreement. And here, just so we're clear: the case you're talking about -- all right? -- that's a case where it says those aren't enforceable when provider is trying to maybe collect from the person, and is maybe trying to bind the person to terms of payment.

MR. INSIDER: No, Your Honor. That wasn't the case at all.

THE COURT: Okay.

MR. INSIDER: The Turner vs Charpectrum case was, the plaintiff was suing Charpectrum for not providing service he was being billed for.

THE COURT: Okay. You -- I -- Mr. Insider, I don't know what else to tell you, okay? You don't have -- you haven't shown me anything that says there is a legal contract between you and Charpectrum. I'm sure there is, okay? I'm sure there is, because otherwise you wouldn't be paying them. All right? Nobody just hands over a hundred and sixty -- $167.99 unless they're legally obligated to.

MR. INSIDER: Your Honor, I don't have a legal contract with Charpectrum any more than I do with the gas company or with the power company, yet I receive their services.

THE COURT: You have one with them.

MR. INSIDER: I don't have legal contracts, and yet I pay them every month as billed.

THE COURT: You have one with them.

THE COURT: It's on your bill. It's on your -- it's referenced on your bill --

MR. INSIDER: They have referenced a billing cycle in accordance with their terms of service is all it says, nothing more.

THE COURT: -- and you're not suing the gas company. And you're not suing the electric company. You're in my Court trying to sue them, and you don't have the basis for your claim.

I'm sorry, Mr. Insider, your case is dismissed. It's dismissed without prejudice, so you're free to refile.

Counsel, I'm going to need you to prepare an order.

ATTORNEY DOOFUS: Yes, Your Honor.

THE COURT: But you need to show what your claim -- what they're alleged to be violating. You haven't shown that. You've shown me a hundred ads, you've shown me a hundred bills, and you've shown me a hundred test results, okay? None of that means anything unless I understand what the agreement is between the two of you, and you haven't provided it. And it's your job to, because you're the plaintiff and you carry the burden of proof.

You -- you've made reference in a number of your emails to the fact that you've talked to lawyers. I'd ask a lawyer about that.

MR. INSIDER: **Again, Your Honor, I'm not claiming a contract violation.**

THE COURT: Yes, you are.

MR. INSIDER: I am not. I am -- I am claiming fraudulent advertising and most importantly and relevant, fraudulent billing for services not received

THE COURT: and okay. Services not provided -- there has to be an agreement to provide services, Mr. Insider. Listen to yourself. There has to be an agreement to provide services. Charpectrum does not just walk up to people's houses and hook them up to the Internet; it doesn't happen that way. You need to have the Terms and Conditions of service for me to understand what the basis of your claim is.

And if you think you're frustrated, try being me, because I'm talking to a person who isn't a lawyer -- who thinks they are -- and they won't listen. You need to have that document.

We are adjourned.

(Proceedings concluded at 8:48 a.m.)

CERTIFICATION

I, hereby certify that I have been duly sworn a Statewide Court Reporter for the Circuit Courts

I further certify that I have carefully transcribed from and compared the foregoing pages with the original digital audio recording from said proceeding and that this transcript is true and correct to the best of my ability.

Dated this day April 23, 2024.

(Electronically signed)

Statewide Court Reporter

Well now, that was a fun 19 minute verbal adventure wasn't it?

What Lefty learned from this judge, it that he is not a lawyer (nor did he ever claim to be) and that he is somehow mentally deficient for not agreeing with the fractured logic and invented and imagined evidence presented by this judge and as cited as law without any legal precedent in a legal matter before his court.

So just like the Commissioner Attorney Over His Head, Judge Wannabe Pontius Pilate'd this case, and punted it to the Appeals Court. Of course not without an insincere invitation to return to his court for some more verbal abuse and demeaning insults, to take up an argument about a nonexistent contract, (Lefty had written proof (email) that he didn't need to agree to get service from Charpectrum, which he was not allowed to present) and perhaps an new Quixotic misadventure deep in the weeds of Contract Law. Of course attorneys spend most of their time in law school studying contract law, so Pro se Lefty would have no disadvantage there. Right?

Always up for a Quixotic adventure, Lefty thought that the Appeals process was in place to correct such errors as this, where a judge randomly imagines a fact scenario and invents counter factual evidence against a Plaintiff rather than hearing arguments from both sides and making a decision based on his understanding of the law.

We shall see.

ORDER FOR DISMISSAL (Attorney draft)

From: Attorney Rodney Q. Doofus [mailto:rdufus@dcah@lawfirm.com]
Sent: Friday, March 29, 2024 7:37 AM
To: lefty@insiderpub.io
Cc: Legal Assistant [mailto: dcah@lawfirm.com]
Subject: Insider v. Charpectrum Communications Inc. - Proposed Order

Mr. Insider,

Attached is a copy of the proposed order that our office has submitted to the Court, as Judge Wannabe instructed. A copy of this order will also be sent to you via U.S. Mail.

Please note that this order is not final until the Court accepts, signs, and files it. Judge Wannabe may make edits to the order as he sees fit.

Regards,
Attorney Rodney Q. Doofus
Dewey, Cheatem, and Howe S.C.

STATE OF WISC COUNTY CIRCUIT COURT

LEFTY INSIDER,
Plaintiff-Appellant,
v.
CHARPECTRUM COMMUNICATIONS INC.,
Defendant-Respondent.

This matter, having come before the Court for a court trial on March 28, 2024, and the Court, having reviewed the record and considered the arguments of the parties,**(NOT)** hereby finds as follows:

THAT, Plaintiff has failed to file with the Court a copy of the terms and conditions that govern his contractual relationship with Defendant;

THAT, without such terms and conditions, Plaintiff is unable to carry his burden, and the Court is unable to adjudicate Plaintiff's claims;

THEREFORE, IT IS HEREBY ORDERED that the above-entitled action shall be dismissed without prejudice and without costs to either party.

Cellular Phone Records Subpoena

Previously, being the well-prepared (OCD-ish) neophyte that Lefty was and is, he sought to provide additional evidence (which he would never be allowed to use) for a court trial. This despite being scoffed at by the Judge and Outside Counsel indicating that he would never be able to obtain nor allowed to use this subpoena, as it had to go through the court is legally suspect. They did their best to block it from him, remember these are his cellphone records which Lefty needed a subpoena to get from his provider. The court did their best by preventing him from getting these records from the Clerk of Courts once she received them. But Lefty did an end around as you will see, and managed to get them directly from the carrier, after the fact.

Cellular cellphone subpoena data revealed, just what Lefty had suspected and remembered.

- 7 hours of phone calls with Charpectrum Primary Network Engineer
- 1 hour of phone calls with Charpectrum Corporate Support personnel
- 1 hour of phone calls with Charpectrum VP of Operations (personal cellphone)
- 2.5 plus hours of phone calls with Charpectrum VP of Operations (office phone)

So much for the Defendant's insistence, and the Court's acquiescence, that the denied witnesses testimony from Charpectrum employees due to the fact that they had no knowledge of this case.

This is also evident based on the hundreds of emails exchanged, but of course this was digital evidence and was never allowed into the courts at any level.

So the following adventure documents what just may or may not have happened for Lefty to actually get these records. His own records, largely redacted, and kept from himself.

From: Serve Manager [mailto:notifications@mail.srvmgr.com]
Sent: Saturday, March 09, 2024 2:20 PM
To: Lefty Insider <lefty@insiderpub.io>
Subject: Order Submission to Process Serving Inc.

Thank you!

Your order to Process Serving Inc. successfully submitted. Below are the details of your requested service for your records. Please contact Process Serving Inc. at legalassist@gmail.com to discuss your order.

If you would like to submit another order, please visit https://www.process.com/form

Job Number	10582xxx
Firm Name	Pro se
Contact Name	Lefty Insider
Contact Email	lefty@insiderpub.io
Contact Phone	262.xxx.XXXX
Client Reference	
Court Name	STATE OF WISC, COUNTY CIRCUIT COURT
Court County	
Court State	WISC
Case Number	2023-SC-XXX
Plaintiff	LEFTY INSIDER
Defendant	CHARPECTRUM COMMUNICATIONS, INC.
Court Date	Mar 28, 2024
Recipient	Cellular
Recipient Description	Subpoena Compliance Dept. 1-800-333-XXXX subpoenacompliance@cellular.com
Recipient Address	
Service Instructions	Deliver to whomever in this department is authorized to accept a subpoena.
Due Date	Mar 18, 2024
Upload Service Documents	Cellular Records Subpoena and Affidavit.pdf

From: Lefty Insider [mailto: lefty@insiderpub.io]
Sent: Sunday, May 12, 2024 10:27 AM
To: 'subpoenacompliance@cellular.com' <subpoenacompliance@cellular.com>
Subject: Update needed Case No. 2023 SCC -0xxx
Importance: High

Cellular
Subpoena Compliance Dept.
subpoenacompliance@cellular.com
I am looking for an update on your compliance with the attached subpoena dated March 6, 2024.
Thank You,
Lefty
Attachment: Completed Cellular Records Subpoena GF-126x.pdf

****

Lefty Insider
42 No Decent Internet Drive
Exploited, WISC 500-30
lefty@insiderpub.io

STATE OF WISC, COUNTY CIRCUIT COURT	
LEFTY INSIDER **Plaintiff,** **versus.** **CHARPECTRUM COMMUNICATIONS, INC. dba Charpectrum Mid-America, LLC** **Defendant.**	**Subpoena duces tecum** Case No. **2023 SC -0xxx**

You are required to appear and give provide document evidence:		
APPEARANCE TRIAL INFORMATION		
Date March 28, 2024	Time 8:30 AM	Location (Include Room Number) Room xxx
Presiding Official Honorable Judge Wannabe		
On Behalf Of Lefty Insider		Type of Proceeding County Circuit Court
You are further required to bring with you the following:		
Phone logs as identified on the following pages.		
This is a third-party subpoena. Unless all parties agree otherwise, do not provide any requested items before the date and time of the above proceeding.		
Failure to appear may result in punishment for contempt, which may include monetary penalties, imprisonment, and other sanctions.		
If you require reasonable accommodations due to a disability to participate in the court process, please call		
If you have any questions about this subpoena, please contact: Lefty Insider - Plaintiff		
42 No Decent Internet Drive Exploited, WISC 500-30 lefty@insiderpub.io		

The plaintiff, Lefty Insider is hereby am requesting digital records, pdf or csv files, of all calls to and from his cell number 262-xxx-xxxx to and from the following numbers during the time periods identified. These call logs are relevant for witness testimony at a court trial in County Circuit Court 2023 SC -0xxx. They need to be in his possession or in the possession of the court, at least one week prior to the scheduled March, 28, 2024 trial date.
Honorable Judge Wannabe County Circuit Court
All Meta data on incoming/outgoing phone calls needed as follows:
From and to 314-755-xxxx March 2023 and April 2023
From and to 678-483-xxxx and 608-288-xxxx April 2023 through August 2023
Cellular Primary Authorized Account Owner Lefty Insider 262-xxx-xxxx
Account Number 208024xxx
Thank you,
Lefty Insider
Dated March 6, 2024

From: Lefty Insider [mailto: lefty@insiderpub.io]
Sent: Monday, May 13, 2024 11:59 AM
To: 'subpoenacompliance@cellular.com' <subpoenacompliance@cellular.com>
Cc: 'Clerk of Courts' < cofc@wisccourts.gov >
Subject: Update needed Case No. 2023 SC -0xxx

Compliance,

Since making this request yesterday, have been told over the phone today that this case has been closed due to a non-response from a voice mail that was never received (and most likely never placed).

I would like to re-request compliance now according to the original subpoena attached.

This information is required due to a County Circuit Court trial, and should be sent to the court at:

Clerk of Circuit Court
Email: cofc@wisccourts.gov
Please reference Case No. 2023 SC -0xxx.

Thank you,
Lefty

****
Lefty Insider
42 No Decent Internet Drive
Exploited, WISC 500-30
lefty@insiderpub.io

From: Cellular [mailto:quickbks@notification.intuition.com]
Sent: Tuesday, May 14, 2024 3:42 PM
To: lefty@insiderpub.io
Cc: Subpoenacompliance@cellular.com
Subject: Invoice 19344967_051424 from cellular

INVOICE 19344967_051XXX DETAILS Cellular

DUE 05/16/2024

$85.00

Print or save

Powered by QuickBks

Lefty Insider,
Records will be sent once payment has been received.
Mail Payment and INCLUDE COPY OF INVOICE with mailed check:
Cellular
P.O. Box 809XXX
Contact Subpoena Compliance for any questions.
Regards,
Subpoena Compliance
subpoenacompliance@cellular.com
www.cellular.com/Legal/LEA
1-800-333-XXXX

From: Lefty Insider [mailto: lefty@insiderpub.io]
*Sent: Wednesday, May 15, 2024 11:01 AM
To: 'Clerk of Courts' <cofc@wisccourts.gov>
Subject: Invoice 19344967_051xxx from Cellular
Importance: High

Clerk of Courts,
I would like an emailed copy of these records when you receive and file them in the next week or so I think.
PS. Hope you had time to review the audio transcript of my trial. The way I was treated in that courtroom was disgusting.
Thanks,
Lefty
Attachments: Invoice_19344967051xxx_from_cellular.pdf, non-government (law firm) records request resource guide v4_0.pdf

Bill to Lefty Insider

42 No Decent Internet Drive

Exploited, WISC 500-30

lefty@insiderpub.io

Terms Due on receipt

cellular case # 19344xxx

Legal case no. 2023 SC-0xxx

Bill Reprint 6 Month Tier $60.00

$60.00 per 6-month tiered pricing increment, per target

1 X $60.00

Certification of Authenticity Letter (Non-Government) $25.00

$25.00 per Legal Demand. All fulfilled requests will include Certification letter and thus will carry this fee.

1 X $25.00

Balance due $85.00

subpoenacompliance@cellular.com

800-333-xxxx

www.cellular.com/Legal/LEA

From: Cellular [mailto:quickbks@notification.intuition.com]
Sent: Tuesday, May 21, 2024 7:37 AM
To: lefty@insiderpub.io
Cc: subpoenacompliance@cellular.com
Subject: Payment Receipt from Cellular

Lefty Insider,
Please find our payment receipt attached to this email.
Thank you.
Have a great day!
Cellular
Attachment: Receipt_1306_from_cellular.pdf

From: Lefty Insider [mailto: lefty@insiderpub.io]
Sent: Tuesday, May 21, 2024 8:03 AM
To: 'subpoenacompliance@cellular.com' <subpoenacompliance@cellular.com>
Subject: Payment Receipt from Cellular

Does this mean that the records have now been sent?
Thanks,
Lefty

From: Subpoena Compliance [mailto: subpoenacompliance@cellular.com]
Sent: Tuesday, May 21, 2024 8:57 AM
To: Lefty Insider <lefty@insiderpub.io>
Subject: RE: Payment Receipt from Cellular

Good Morning –
Thank you for reaching out. Payment has been received and records are being processed. Once completed, they will be emailed.
Thank You, Subpoena Specialist, Cellular

From: Lefty Insider [mailto: lefty@insiderpub.io]
Sent: Tuesday, May 21, 2024 9:14 AM
To: 'Subpoena Compliance' <subpoenacompliance@cellular.com>
Subject: RE: Payment Receipt from Cellular

I would appreciate a heads up when these records have been emailed.
Thanks,
Lefty

From: Subpoena Compliance [mailto: subpoenacompliance@cellular.com]
Sent: Tuesday, May 21, 2024 11:36 AM
To: Lefty Insider <lefty@insiderpub.io>
Subject: RE: Payment Receipt from Cellular

Good Morning –
Records have been sent to cofc@wisccourts.gov.
Sincerely,
Subpoena Specialist
Cellular

From: Lefty Insider [mailto: lefty@insiderpub.io]
Sent: Sunday, June 09, 2024 7:57 AM
To: 'Subpoena Compliance' <subpoenacompliance@cellular.com>
Subject: RE: Payment Receipt from Cellular

Hello Subpoena Specialist,
I am having difficulty receiving a copy of these (my) records you sent to the court.
Can you also forward this prior email to me?
Thanks,
Lefty

So the County Clerk of Courts stopped responding to Lefty's emails, voice mails, and exited her office out the back door when he went there personally. Perhaps this behavior was under the instructions of Judge Wannabe.

From: Subpoena Compliance [mailto: subpoenacompliance@cellular.com]
Sent: Monday, June 10, 2024 12:13 PM
To: Lefty Insider <lefty@insiderpub.io
Subject: RE: Payment Receipt from Cellular

Good Afternoon –
The records you requested are attached.
Sincerely,
Subpoena Specialist
Contact Number: 800-333-xxxx
www.cellular.com/legal/LEA
Email – Subpoenacompliance@cellular.com

ShareFile Attachments Expires December 7, 2024

19344967_Certificate of Authenticity.pdf	388.2 KB
20240313094332.pdf	606.2 KB
208024531_3.22.2023_Redacted.pdf	13.3 KB
208024531_4.22.2023_Redacted.pdf	12.2 KB
208024531_5.22.2023_Redacted.pdf	12.3 KB
208024531_6.22.2023_Redacted.pdf	16.4 KB
208024531_7.22.2023_Redacted.pdf	14.9 KB
208024531_8.22.2023.pdf	9.8 KB
208024531_9.22.2023_Redacted.pdf	17.7 KB

Download Attachments

Subpoena Specialist uses ShareFile to share documents securely.

From: Lefty Insider [mailto: lefty@insiderpub.io]
Sent: Monday, June 10, 2024 2:07 PM
To: 'Subpoena Compliance' <subpoenacompliance@cellular.com>
Subject: RE: Payment Receipt from Cellular

Thank you Subpoena Specialist.
Can you briefly explain the reasoning for the redactions to me.
Lefty

And then this is when Lefty knew that he had asked too many questions. But undeterred he called them on the phone and their answer went something like that most of the redactions were phone numbers that were not included in the subpoena. So they were protecting Lefty from seeing his own records?

From: System Administrator
Sent: Monday, June 10, 2024 3:33 PM
To: Lefty Insider
Subject: Undeliverable: Payment Receipt from Cellular

Your message did not reach some or all of the intended recipients.
Subject: Payment Receipt from Cellular
Sent: 6/10/2024 3:33 PM
The following recipient(s) cannot be reached:
'mailto: subpoenacompliance@cellular.com' on 6/10/2024 3:33 PM
Server error: 'Invalid recipient'

It's really too bad that they can't prevent Lefty's information from being hacked by _other_ people however, as you can see in the following pages.

Cellular confirms customer data posted on dark web is ... - Cybernews

Feb 4, 2023 Cellular spokesperson Katie Frey has confirmed the stolen customer data, which was posted by a reputable hacker on Breached - one of the world's top five leak sites - is from a recent breach of one of their third-party vendors.. The hacker, known on the site as IntelBroker, posted the data as a free download link claiming the breach was from January 2023 involving 144K customers.

Cellular breach: new details revealed

Cellular has revealed new details about the January data breach that resulted in thousands of customers personal info being offered up for free on the dark web. Menu. ... third party vendor "is currently working with law enforcement to identify the responsible party and all information has been removed from Internet connectivity," they said.

Notice of Data Breach

Mar 8, 2023 The vendor is currently working with Law Enforcement to identify the responsible party and all information has been removed from Internet connectivity. Furthermore, Cellular reported the incident to law enforcement in accordance with the requirements of the Federal Communications Commission as well as certain state agencies. What You Can Do?

Hackers Breach Cellular Customer Database After Scamming ... - Forbes

Jan 30, 2021 Unfortunately some Cellular customers had already been impacted. The hackers were able to access customer names and addresses, cellular phone numbers, plan information and access PINs used ...

Cellular discloses data breach after billing system hack

Cellular, self-described as the fourth-largest wireless carrier in the US, has disclosed a data breach after the company's billing system was hacked in December 2021.

Cellular breach: new details revealed - Cybernews

Mar 28, 2023 Cellular has revealed new details about the January data breach that resulted in thousands of customers personal info being offered up for free on the dark web. Menu. ... third party vendor "is currently working with law enforcement to identify the responsible party and all information has been removed from Internet connectivity," they said.

Cellular suffers data breach; hackers accessed its CRM software

Cellular, the fourth-largest wireless carrier in the U.S. with 4.9 million customers, has been hacked. According to a Bleeping Computer report, Cellular filed a breach data notification with the Vermont attorney general's office, noting that that retail store's employees were scammed into downloading software onto a computer. The software allowed an attacker to access the computer remotely.

More than 50,000 People Affected by Cellular Data ... - Bitdefender

Feb 8, 2023 Hackers hit Chicago-based mobile network operator Cellular, and the company reported that threat actors figured out a way to trick employees into running malware software in a few stores. Now, data of 52,000 people has been dumped, for free, on a hacking forum.

Cellular discloses data breach after billing system hack

Cellular, self-described as the fourth-largest wireless carrier in the US, has disclosed a data breach after the company's billing system was hacked in December 2021. The mobile carrier said in data breach notification letters sent to 405 impacted individuals that the attackers also ported some of the affected customers' numbers using ...

Customer data stolen in hack targeting Cellular - SiliconANGLE

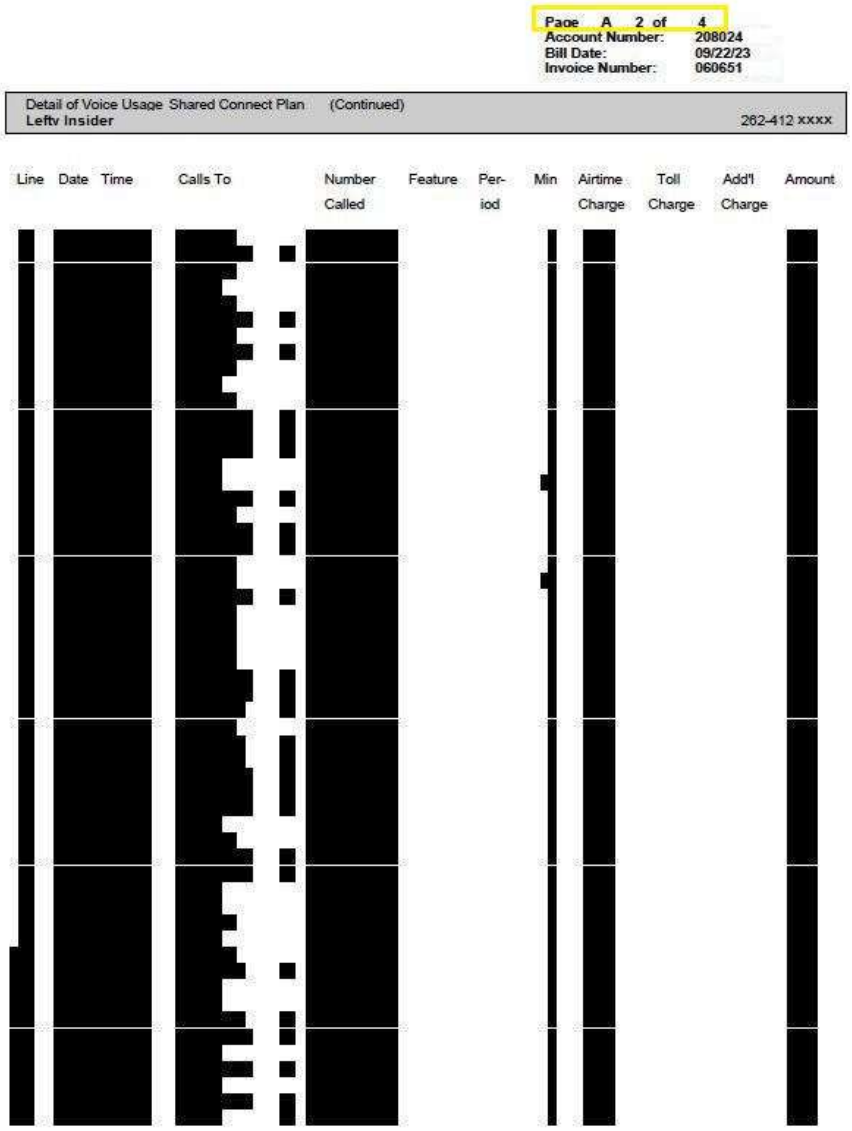
United States Cellular Corp., the country's fourth-largest wireless carrier, has been hacked with customer information stolen. The hack came to light through a Jan. 21 disclosure to the Office of

Cellular Discloses Data Breach After Billing System Hack

Cellular, self-described as the fourth-largest wireless carrier in the US, has disclosed a data breach after the company's billing system was hacked in

So the following is a sample of one of the four pages Lefty paid $85 for. His own records, mind you.

So despite all this kerfuffle and the persistence this took, he did in the end manage to get the information he wanted. Not that it was admitted as evidence or of any use at all to him.


Page A 2 of 4
Account Number: 208024
Bill Date: 09/22/23
Invoice Number: 060651
Detail of Voice Usage Shared Connect Plan (Continued)
Leftv Insider
262-412 xxxx
Line
Date
Time
Calls To
Number Called
Feature
Per-iod
Min
Airtime Charge
Toll Charge
Add'l Charge
Amount

Appeals Court

Appeals Court Proceedings

*

From: Deputy Clerk [mailto: deputy.clerk@wisccourts.gov]
Sent: Thursday, June 27, 2024 2:43 PM
To: Lefty Insider' <lefty@insiderpub.io>
Subject: 24APxxx // Lefty Insider v. Charpectrum Communications Inc.

Hi Lefty,
The brief of respondent was filed with our court on June 24, 2024. The reply brief is due 15 days from the filing, which is July 9, 2024. Please reach out if you have any further questions.

Thanks,
Deputy Clerk
Court of Appeals

From: 'Lefty Insider' <lefty@insiderpub.io>
Sent: Friday, June 28, 2024 9:03 AM
To: Deputy Clerk < deputy.clerk@wisccourts.gov >
Subject: 24APxxx // Lefty Insider v. Charpectrum Communications Inc.

Deputy Clerk,
Thanks for reaching out.
My plan is to mail this to you on Monday July 1.
Based on what I know about the Appeals process, I am not required to mail to the respondent as that is done by the court electronic filing.
Is this correct?
Lefty

From: Deputy Clerk [mailto: deputy.clerk@wisccourts.gov]
Sent: Friday, June 28, 2024 9:34 AM
To: 'Lefty Insider' lefty@insiderpub.io
Subject: RE: 24APxxx // Lefty Insider v. Charpectrum Communications Inc.

Good morning,
The respondent is opted-in for e-filing so they will receive electronic notice of your brief once it is filed.

Thanks,
Deputy Clerk
Court of Appeals

From: 'Lefty Insider' lefty@insiderpub.io
Sent: Friday, July 26, 2024 12:15 PM
To: Deputy Clerk < deputy.clerk@wisccourts.gov >
Subject: RE: 24APxxx // Lefty Insider v. Charpectrum Communications Inc.

Hello Deputy Clerk,
I assume that the court is out of session in July and August.
Will my case be taken up starting in Sept. then?
Thanks,
Lefty

From: Deputy Clerk [mailto: deputy.clerk@wisccourts.gov]
Sent: Tuesday, July 30, 2024 10:56 AM
To: 'Lefty Insider' lefty@insiderpub.io
Subject: RE: 24APxxx // Lefty Insider v. Charpectrum Communications Inc.

Hi Lefty,
Please note that the court of appeals decision is currently pending. There is no timeline of when a decision will be released but you will be notified once the court has released its decision.
Best,
Deputy Clerk
Court of Appeals

From: 'Lefty Insider' lefty@insiderpub.io
Sent: Sunday, August 11, 2024 10:34 AM
To: Deputy Clerk < deputy.clerk@wisccourts.gov >
Subject: RE: 24APxxx // Lefty Insider v. Charpectrum Communications Inc.

Deputy Clerk,
Can you send me a pdf copy of the appeals decision from August 7?
Thanks,
Lefty

From: Deputy Clerk [mailto: deputy.clerk@wisccourts.gov]
Sent: Monday, August 12, 2024 11:03 AM
To: 'Lefty Insider' lefty@insiderpub.io
Subject: RE: 24APxxx // Lefty Insider v. Charpectrum Communications Inc.

Good morning,
A copy of the decision can be found on the courts website at https://wscca.wisccourts.gov/caseDetails.do?caseNo=2024AP000832&cacheId=EA6BC58179C935A328A49F5FBA22C484&recordCount=1&offset=0.
Please note that our fee for copy service is 40 cents/page; see Rule 809.25(2).
If you would like to purchase a copy of a court document you can pay online at https://wcca.wisccourts.gov/payOnline.html. Upon receipt of payment we will gladly comply with your request.
Best regards,
Deputy Clerk, Court of Appeals

Well here we go again Lefty thought, secondary costs (supplemental taxes) are everywhere.

From: 'Lefty Insider' lefty@insiderpub.io
Sent: Tuesday, August 13, 2024 10:38 AM
*To: Deputy Clerk < deputy.clerk@wisccourts.gov >
Subject: RE: 24APxxx // Lefty Insider v. Charpectrum Communications Inc.

Deputy Clerk,
If I file a Motion for Reconsideration, will it be reviewed by a different judge?
This is not clear in these instructions.
https://www.wisccourts.gov/publications/guides/docs/Proseappealsguide.pdf
Thanks,
Lefty

From: Deputy Clerk [mailto: deputy.clerk@wisccourts.gov]
Sent: Tuesday, August 13, 2024 4:18 PM
To: 'Lefty Insider' lefty@insiderpub.io
Subject: RE: 24APxxx // Lefty Insider v. Charpectrum Communications Inc.

Hi Lefty,
A motion for reconsideration will be reviewed by the same judge that issued the decision.
Best regards,
Deputy Clerk
Court of Appeals

Appeals Court Brief

IN THE COURT OF APPEALS OF THE STATE OF WISC

LEFTY INSIDER
Appellant
versus
CHARPECTRUM COMMUNICATIONS, INC.
dba Charpectrum Mid-America, LLC
Appellee Respondent

CIRCUIT COURT COUNTY Case No. 2023-SC-xxx

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I. Brief for Appellant

This appeal arises from a dispute between the appellant, Lefty Insider and the appellee, Charpectrum Communications, Inc. concerning their alleged failure to provide the level of services billed for. This case has matriculated from Small Claims Court to Circuit Court, and now has come before this Appellate Court.

II. Introduction:

- **The Circuit Court made a dismissal ruling on behalf of the defendant that lacks any legal or factual merit, nor any discernable relevance to the facts and evidence of the plaintiff's case**
- **The court erred by dismissing this case as a contract dispute regarding an alleged Charpectrum contract agreement (Terms and Conditions)**
- **Contract dispute was never argued by the plaintiff nor the defendant, so this decision has no identifiable basis in fact or logic**
- **The appeals court is hereby asked to allow the reanimation and adjudication of this plaintiff's case in a Circuit Court *jury* trial as further explained below**

DEMAND FOR JURY TRIAL. Any party who wishes to preserve their right to a jury trial before a Circuit Court judge must pay an additional fee of $89.00 (jury request filing fee - $53.00 and 6-person jury fee - $36.00). See §799.21, Wisc. Stats. for more information. Pursuant to local court rule, all contested matters will first proceed to a hearing before a Court Commissioner prior to a jury trial. This jury demand fee is non-refundable.
https://countywisc.gov/wp-content/uploads/2021/01/small-claims-procedural-information.pdf

III. Prior Small Claims Court Hearings

- The court overruled all the motions that this Plaintiff made, regarding discovery document requests and witness testimony requests, etc. and then conducted an abbreviated hearing
- In his ruling the Commissioner made derogatory points on behalf of the defendant that were not raised defendant counsel during the hearing
- The Commissioner allowed witness testimony to give *I don't know* answers
- The Commissioner time-limited plaintiff testimony to the extent that full clarity of the factually intensive technical evidence details of this case could not be fully absorbed by the court

See Appendices for **COURTS DECISION AND ORDER dated 02-01-2024**
and **PLANTIFFS RESPONSE TO THE COURTS DECISION AND ORDER dated 02-05-2024**

IV. Circuit Court Status Hearing

The previous clerical filing error with the original subpoena has been resolved with the Clerk of Courts.

When the court first raised this issue at the status hearing, opposing counsel knew full well that these subpoenas had been delivered to Charpectrum at the Denver location and to the St. Louis legal offices and did not admit or own up to this fact. If counsel was not aware of this, this is an example of legal malpractice by an officer of the court. If he was in fact aware and did not inform the court, this is ethically much worse.

When this court raised the issue of unfairness with the plaintiff's intent to again raise these Motions orally, opposing counsel knew full well that he was in fact in possession of these written motions and again said nothing.

V. Issues Presented for Review

1. If the trial court erred in reassigning this billing dispute case as a contract dispute, despite the absence of an actual contract in evidence.
2. If there was any evidence presented by the court or defense to support that an actual contract exists between the parties, beyond the fulfillment of billing statement charges calculated and charged. These billing statements are calculated per speed tier megabits supposedly delivered.

VI. Table of Authorities (TOA)

There are no sources of legal authority used in this brief.

VII. Statement of Facts (Circuit Court events)

The judge _dealt_ with me in 20 minutes, (using the word his judicial assistant relayed to me over the phone when I asked unsuccessfully about scheduling an Evidentiary Hearing, per my filed Motion). The judge then dismissed the case because the plaintiff did not include the Charpectrum service terms (Hold Harmless Agreement) in the discovery documents. This case was therefore dismissed as a contract dispute regarding the Charpectrum contract agreement (Terms and Conditions). **Contract dispute was never argued by this plaintiff, nor the defendant, nor was it previously identified as an issue by the court Commissioner/attorney.** This rationale is what appears to be a rash, invented, and imagined idea by this court. This judge seemed to delight in the fact that it was able to craft a *fact free and legally unsupported justification* to impose the judges own personal opinion and bias's on the merits, or lack thereof, of this plaintiff's court case.

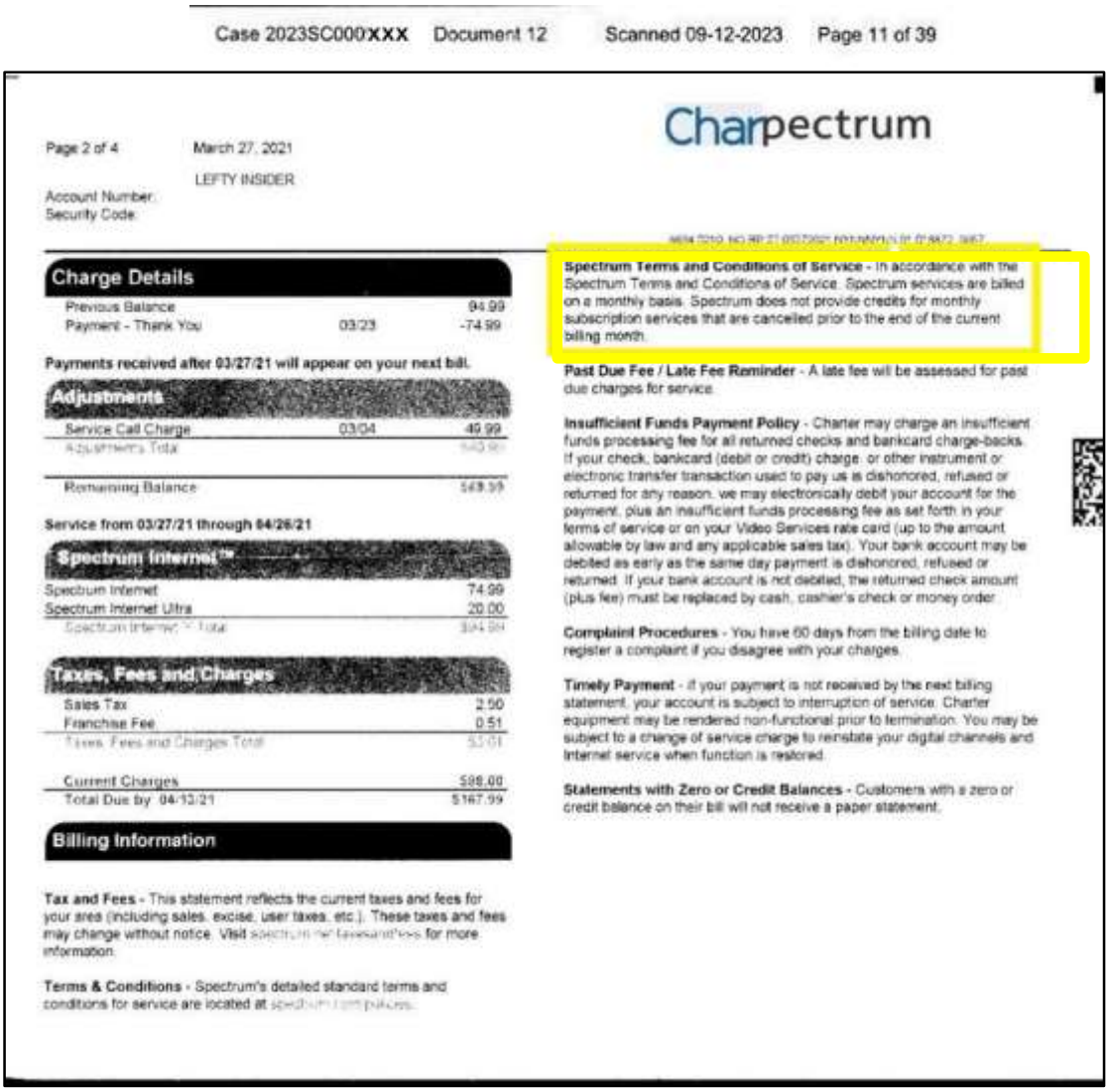
This court refused to hear any opposing arguments and confined the plaintiff to yes or no answers. The court did not require the defense to offer evidence that they have a contract with this plaintiff, nor argue a violation of that contract which Charpectrum cannot possibly prove that it has. The court then dismissed the case, ordering the defendants outside counsel to draft an ORDER FOR DISMISSAL.

VII. (continued)

The court then advised that the plaintiff could refile the case with the Terms of Agreement contract included in discovery. If this plaintiff were to follow that advice, this court would then likely dismiss the case because within the 13 pages of this six point type legalese novella, Charpectrum holds themselves harmless for anything and everything. What the court identified as the "*fine* print."

The court then printed, highlighted, and distributed the billing document below to the defense and plaintiff as the sole evidence rationale for his decision.

The court did not ask the defendant's outside counsel for a copy of the Terms of Agreement, nor chastise him for not filing a copy with the court, as was demanded of the plaintiff, if in fact this was the cornerstone of his case, which it demonstrably was not. The Plaintiff holds that this disputed ToS Agreement is not in fact a contract.



Case 2023SC000XXX Document 12 Scanned 09-12-2023 Page 11 of 39

Charpectrum

Page 2 of 4 March 27, 2021

LEFTY INSIDER

Account Number:
Security Code:

Charge Details

Previous Balance		94.99
Payment - Thank You	03/23	-74.99

Payments received after 03/27/21 will appear on your next bill.

Adjustments

Service Call Charge	03/04	49.99
Adjustments Total		

Remaining Balance	549.99

Service from 03/27/21 through 04/26/21

Spectrum Internet™

Spectrum Internet	74.99
Spectrum Internet Ultra	20.00
Spectrum Internet™ Total	

Taxes, Fees and Charges

Sales Tax	2.50
Franchise Fee	0.51
Taxes, Fees and Charges Total	

Current Charges	598.00
Total Due by 04/13/21	$167.99

Billing Information

Tax and Fees - This statement reflects the current taxes and fees for your area (including sales, excise, user taxes, etc.). These taxes and fees may change without notice. Visit [illegible] for more information.

Terms & Conditions - Spectrum's detailed standard terms and conditions for service are located at [illegible]

Spectrum Terms and Conditions of Service - In accordance with the Spectrum Terms and Conditions of Service, Spectrum services are billed on a monthly basis. Spectrum does not provide credits for monthly subscription services that are cancelled prior to the end of the current billing month.

Past Due Fee / Late Fee Reminder - A late fee will be assessed for past due charges for service.

Insufficient Funds Payment Policy - Charter may charge an insufficient funds processing fee for all returned checks and bankcard charge-backs. If your check, bankcard (debit or credit) charge, or other instrument or electronic transfer transaction used to pay us is dishonored, refused or returned for any reason, we may electronically debit your account for the payment, plus an insufficient funds processing fee as set forth in your terms of service or on your Video Services rate card (up to the amount allowable by law and any applicable sales tax). Your bank account may be debited as early as the same day payment is dishonored, refused or returned. If your bank account is not debited, the returned check amount (plus fee) must be replaced by cash, cashier's check or money order.

Complaint Procedures - You have 60 days from the billing date to register a complaint if you disagree with your charges.

Timely Payment - If your payment is not received by the next billing statement, your account is subject to interruption of service. Charter equipment may be rendered non-functional prior to termination. You may be subject to a charge of service charge to reinstate your digital channels and Internet service when function is restored.

Statements with Zero or Credit Balances - Customers with a zero or credit balance on their bill will not receive a paper statement.

VII. (continued)

Examination of this billing document on the previous page in the highlighted area, does not reveal any evidence to support this decision in the view of this plaintiff and now appellant. The original filed document is already too many generations of copies deep to be legible here, but it has been reproduced above from the original bill sent via the mail by Charpectrum, and have also included the original State of WISC CCAP electronic file system identification scanning header from the court clerk.

As you can see in the above highlighted area, the bill simply indicates that the customer will be billed monthly, in advance, based on the Terms of Service document. Nothing more, nothing less. A statement of the frequency of billing does not a contract make, in the view of this appellant.

As you can see and hear in the audio court transcripts, the plaintiff told the court that a contract was not the root of this case, as the plaintiff did not sign a web based click through agreement. As precedent, Colorado Turner vs Charpectrum ruled that click through agreements were not enforceable anyway.

Turner, John R vs charter Communications Operating LLC, 2022 S 000067 La Plata Combined Courts, La Plata County, Colorado Dec. 23, 2022

This court insisted that the plaintiff did in fact sign a contract or would not get service, effectively calling the plaintiff a liar for the second time in two hearings, without the provision of the ability for the plaintiff to testify under oath.

The plaintiff insisted that he did not have a contract with WPS for electricity or natural gas but each months bill reflects the services received. Similarly each Charpectrum bill shows my speed tier and the matching monthly cost billed in advance of the service provision. This plaintiff has had Internet service with Charpectrum, 2018-2024, at the 100/200 Mbps, 300/400/500 Mbps, and 1000 Mbps speed tiers each at their own applicable billed price levels.

During the entirety of this trial, the defense remained silent as the court was effectively doing their work for them.

This case is actually about **inappropriate and excessive billing**, with a side relationship to fraudulent advertising period. Nothing more, and nothing less.

This court declared at the status hearing, at a high volume and highly transparent level of personal distain, that this plaintiff was not an attorney, but thought he was, and wasn't doing what he thought he was doing. Additionally the court opined that that the Small Claims court system was not a system designed for Pro se participants to actually *utilize* but _only_ to be able to access. You would need an attorney to utilize this system Judge Wannabe said, and was aware that dozens of attorneys had turned down my requests to access his court. He seemed fully aware of that fact, seemed to delight in this, and then acknowledged by way of an example, that no attorney would take this case due to the poor personal remuneration possibilities.

VII. (continued)

The Small Claims court instructions for Pro se participants from wisccourts.gov and the Clerk of Courts office, as well as the personal opinion of the duly elected Clerk of Courts h*erself, would seem to disagree with this factually unsupported opinion. It seems apparent that this court's opinion is not in fact based on any legal citations, state statutes, or legal precedent.

Charpectrum

ACCOUNT NUMBER | SECURITY CODE | STATEMENT DATE Apr 27, 2024 | SERVICE ADDRESS | PAGE 4 of 10

Your Bill Details Service from **Apr 27 - May 26**

Previous Balance		$104.99	
Check Payment-thank You	04/08	-$104.99	
Remaining Balance			**$0.00**

Current Activity

Spectrum Internet®

Spectrum Internet Gig		$40.00	
*Your promotional price will expire on 03/26/27			
Spectrum Internet		$84.99	
Spectrum Internet® Total			**$104.99**

Amount Due on May 14 **$104.99**

Stay protected with Spectrum!
Spectrum is dedicated to keeping you and your family safe online. Visit [redacted] for tools and solutions to keep your personal information secure.

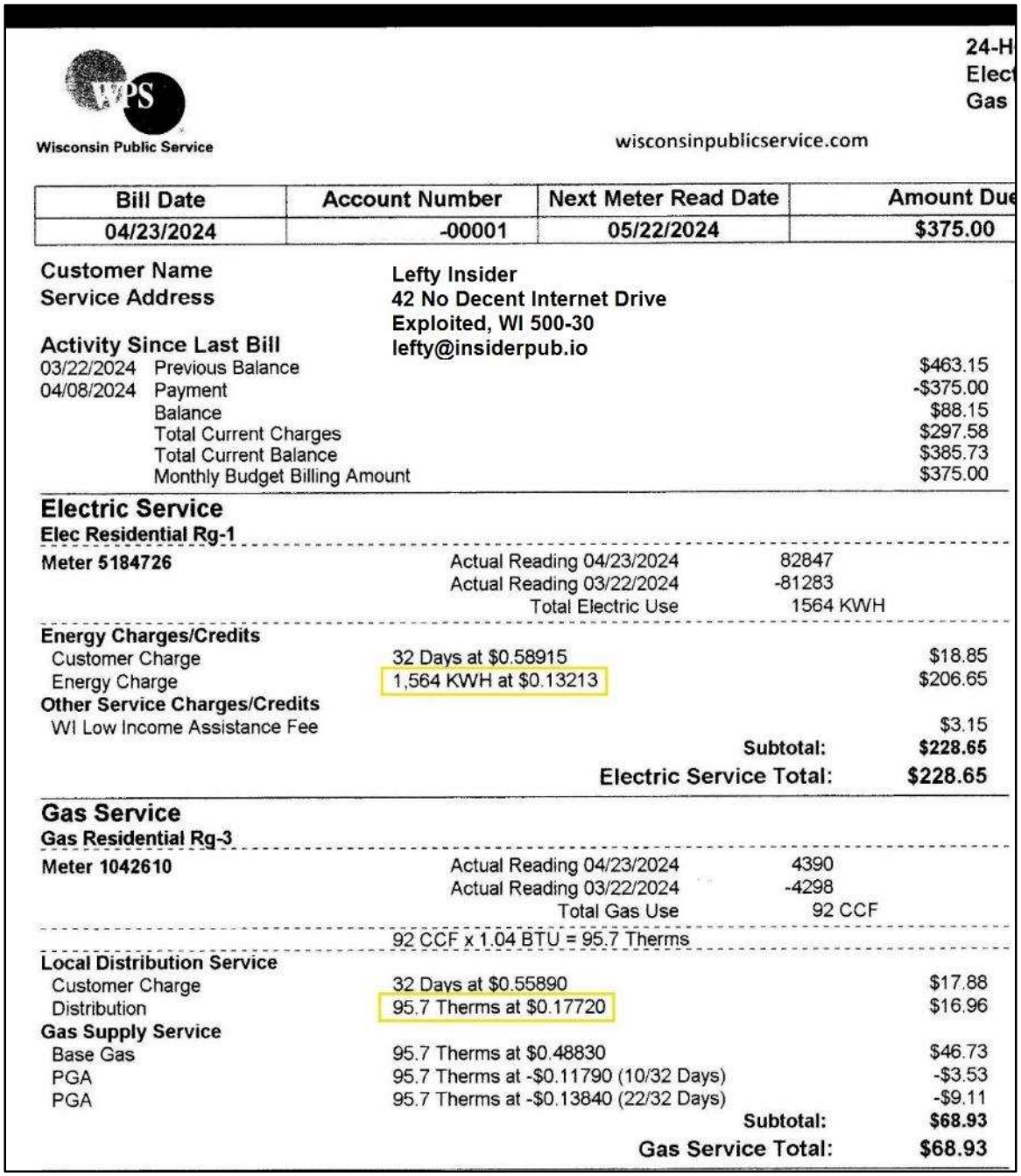
Add Spectrum Security Suite and protect your network from viruses and other online attacks, plus detect and remove malicious malware.

Learn more at [redacted]

Note: "Charpectrum Internet Gig service," translates in normal English language to One Gigabit per second speed rating, otherwise known as 1 Gbps, which also equates to 1000 Megabits per second, or 1000 Mbps. (A bit being a measurement unit of data used in computer science and telecommunications.)

VII. (continued)

The following is a reflection of how this plaintiff is billed by WPS for actual services received.



Wisconsin Public Service

wisconsinpublicservice.com

24-H
Elec
Gas

Bill Date	Account Number	Next Meter Read Date	Amount Due
04/23/2024	-00001	05/22/2024	$375.00

Customer Name Lefty Insider
Service Address 42 No Decent Internet Drive
Exploited, WI 500-30
lefty@insiderpub.io

Activity Since Last Bill

03/22/2024	Previous Balance	$463.15
04/08/2024	Payment	-$375.00
	Balance	$88.15
	Total Current Charges	$297.58
	Total Current Balance	$385.73
	Monthly Budget Billing Amount	$375.00

Electric Service

Elec Residential Rg-1

Meter 5184726

Actual Reading 04/23/2024	82847	
Actual Reading 03/22/2024	-81283	
Total Electric Use	1564 KWH	

Energy Charges/Credits		
Customer Charge	32 Days at $0.58915	$18.85
Energy Charge	1,564 KWH at $0.13213	$206.65
Other Service Charges/Credits		
WI Low Income Assistance Fee		$3.15
	Subtotal:	**$228.65**
	Electric Service Total:	**$228.65**

Gas Service

Gas Residential Rg-3

Meter 1042610

Actual Reading 04/23/2024	4390	
Actual Reading 03/22/2024	-4298	
Total Gas Use	92 CCF	
92 CCF x 1.04 BTU = 95.7 Therms		

Local Distribution Service		
Customer Charge	32 Days at $0.55890	$17.88
Distribution	95.7 Therms at $0.17720	$16.96
Gas Supply Service		
Base Gas	95.7 Therms at $0.48830	$46.73
PGA	95.7 Therms at -$0.11790 (10/32 Days)	-$3.53
PGA	95.7 Therms at -$0.13840 (22/32 Days)	-$9.11
	Subtotal:	**$68.93**
	Gas Service Total:	**$68.93**

VIII. Appendices

1. Subpoenas in the case file
2. Motions are in the case file
3. *Evidentiary motion to review evidence. At the Status Hearing the court opined that what the plaintiff thought was evidence really was not, because again, *I was not an attorney*, the court did not care or seem to understand that this evidence would be presented in the form of the plaintiff's under-oath first hand fact witness testimony.
4. Correspondence with SC Court are in the case file
5. Correspondence with Circuit Court are in the case file

IX. Discovery Violations

This novel contract dispute issue idea had not been raised by the plaintiff, the defendant or the Court Commissioner in the November 2023 Small Claims Court prehearing, the January 2024 Small Claims Court hearing, or by the court in the February 2024 Circuit Court status hearing.

This plaintiff was in effect ambushed by this court, without an opportunity to provide a prepared opposing argument against this alleged non-factual and illegitimate court-invented and defense-assisting creation presented at the March 2024 trial. This is truly the court putting a thumb on the scales of justice to prevent any testimony on the plaintiff's behalf in this case.

What is not clear from the written transcript is the audible volume at which the court was yelling these personal attacks at this plaintiff. This line of attack was unprovoked by anything that this plaintiff said in his defense, but mainly from the plaintiff's mere physical presence in his courtroom. This judges biased behavior in the status hearing duplicated these same themes. Unfortunately for this plaintiff, there is not a record of this status hearing or the two hearings with the SCC Commissioner. This court seemed to have a very big personal problem with a Pro se plaintiff being in his court, and repeated this theme many times.

Demonstrated reasons for this courts attitude and behavior:

1. **The large number of documents many technical in nature, motions and subpoenas, filed by the plaintiff in this case**
2. **The inadequacy of the electronic filing system in allowing the court to easily identify relevant documents**
3. **This plaintiff pointing out discrepancies and flaws in the SCC system and instructions for Pro se litigants, as well as pervasive attempts to logically resolve them to his satisfaction to be able to proceed with this case in the best possible manner**
4. **Speculation on this courts personal animus and distain for this plaintiff personally and/or for Pro se plaintiff's in general**

X. Court Transcripts

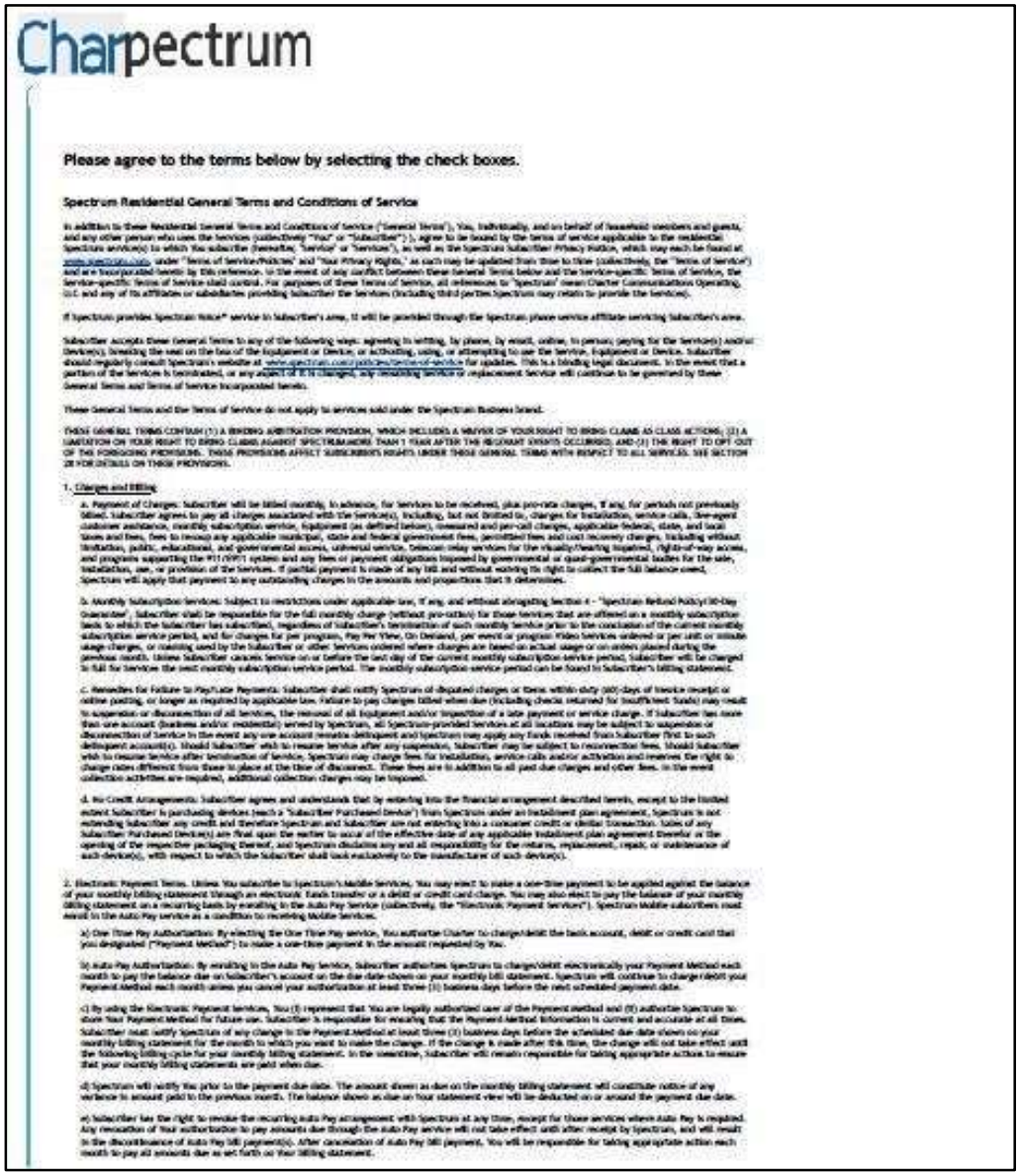
The transcripts listed below reveals judicial behavior that in the view of this plaintiff is disgusting and disgraceful to our legal system.

*

1. 23SCxxx 03.28.2024 Court Trial.pdf
2. 23SCxxx 3.28.2024 Court Trial.mp3

XI. Charpectrum Terms & Conditions

This plaintiff did not sign nor click through a Charpectrum agreement, (Charpectrum Residential General Terms and Conditions of Service) which is a 13 page legalese novella in 6 point type, in March of 2023 when signing up for the 1000 Mbps service and will testify to that under oath.



Charpectrum

Please agree to the terms below by selecting the check boxes.

Spectrum Residential General Terms and Conditions of Service

Page One of Charpectrum Terms Verify.pdf

XI. (continued)

The following email messages from Charpectrum show that customers do not have to agree to anything, to be able to get Internet service from Charpectrum.

From: Charpectrum [mailto:Myaccount@charpectrumemails.com]
Sent: Wednesday, March 22, 2023 12:21 PM
To: lefty@insiderpub.io
Subject: Charpectrum Terms & Conditions Acceptance

Charpectrum

Charpectrum Terms & Conditions Acceptance

Dear LEFTY INSIDER,

You are receiving this email because you have placed an order for Charpectrum services. In order to complete your order, you must agree to Charpectrum terms and conditions applicable to such services. Please click on the following link to review and accept these terms and conditions of service:

Confirm Terms and Conditions of Service

You will be presented with an opportunity to acknowledge and agree to Charpectrum terms and conditions after your review, in the form of a click-through button entitled "I agree" appearing at the end of such terms and conditions. Should you (1) fail to click the "I agree" button(s), or (2) fail to go to the link presented above to review and accept the terms and conditions of service, the **new services** you have ordered (excluding phone) **will be scheduled for installation**, and you will be billed at our regular monthly price, without the benefit of any price guarantee discounts, for all installed services.

Thank you for choosing Charpectrum,
Charpectrum Support Team

Please do not reply to this message. Replies to this message are routed to an unmonitored mailbox. If we can be of further assistance, please visit Charpectrum Support.

This email was sent to: lefty@insiderpub.io
If you received this email in error, please let us know
©2023 Charpectrum Communications. All rights reserved | Privacy Policy
This message was sent by Charpectrum Communications

XII. Change of Service Confirmation

Despite the courts assertions, the following three email messages from Charpectrum reflect the series of events as to how someone connects to the Internet with Charpectrum in 2023.*

From: Charpectrum [mailto:Myaccount@charpectrumemails.com]
Sent: Tuesday, March 21, 2023 6:05 PM
To: lefty@insiderpub.io
Subject: Change of Service Confirmation

Charpectrum

Change of Service Confirmation

Hello **LEFTY INSIDER**,
Thanks for your order. Your services have been updated as you requested. Your estimated delivery date is **March 23, 2023**. When your equipment has shipped, you will receive confirmation and tracking number(s).

How to Get Started

Take Control of your Account
Get the **My Charpectrum App** and create your username and password

What's Your Preference?
Email? Text? Phone Call?
Choose how we contact you

We're Ready to Help
Learn about services and find answers at Charpectrum.net/support

Account Number	Ending in XXXX
Order Number	100021178740XXXX
Service Address	42 No Decent Internet Drive Exploited, WISC 500-30

XII. (continued)

Review the information below for changes to your billing. More detailed information will appear on your next state*ment. Learn more about how to better understand your statement.

Summary

Charpectrum Internet™	89.99
Total Estimated New Charges**	**$89.99**

Charge Details

Charpectrum Internet™	
Charpectrum Internet Gig	40.00
Promotional Discount	-20.00
Your promotional rate has 48 months remaining	
Charpectrum Internet	79.99
Ret Internet $10 Off 12m	-10.00
Your promotional rate has 1 months remaining	
Charpectrum Internet™ Total	$89.99

NOTE: The Total Due above is a summary of your monthly and one-time charges, including an estimate of your taxes and fees. Please see your statement for details concerning your services, monthly charges, and important messages concerning your Charpectrum Account.

Please do not reply to this message. Replies to this message are routed to an unmonitored mailbox. If we can be of further assistance, please visit Charpectrum Support.

This email was sent to: lefty@insiderpub.io. If you received this email in error, please let us know.

©2023 Charpectrum Communications. All rights reserved | Privacy Policy. This message was sent by Charpectrum Communications.

XIII. Your Equipment Is on the Way

From: Charpectrum [mailto:Myaccount@charpectrumemails.com]
Sent: Tuesday, March 21, 2023 7:34 PM
To: lefty@insiderpub.io*
Subject: Your Equipment and How to Install It

Charpectrum

Hi LEFTY, your equipment is on the way

Get ready to enjoy all that Charpectrum services have to offer. The personalized video below will show you everything you need to know to make your installation quick and easy. Please save this email if you'd like to watch again when your equipment arrives.

Charpectrum

Click to watch >

Your estimated delivery date is **March 22, 2023**. Please see your FedEx tracking information for details.

Account Information

Account Number: Ending in xxxx
Order Number: 100021178740xxxx

Shipment Details

FedEx: 39605151xxxx
Estimated Delivery: 3/22/2023

Shipping Address

42 No Decent Internet Drive

Exploited, WISC 500-30

Equipment Shipped:
D3.1 2.5G WIRED EMTA

Serial Number:
5C53C3A3xxxx

Please do not reply to this message. Replies to this message are routed to an unmonitored mailbox. If we can be of further assistance, please visit Charpectrum Support
This email was sent to: lefty@insiderpub.io
If you received this email in error, please let us know
©2023 Charpectrum Communications. All rights reserved | Privacy Policy
This message was sent by Charpectrum Communications

XIV. Delivery Confirmation

From: Charpectrum [mailto:Myaccount@charpectrumemails.com]
Sent: Wednesday, March 22, 2023 11:16 AM
To: lefty@insiderpub.io
Subject: Delivery Confirmation

Charpectrum

Delivery Confirmation

Hello LEFTY,
Your equipment has arrived. You can begin to enjoy everything that your services have to offer in just minutes.

Activate Your Equipment
Follow easy step-by-step instructions using the My Charpectrum App.

Account Number:
Ending in XXXX

Order Number:
100021178740xxxx

FedEx Tracking:
39605151xxxx

Service Address:
42 No Decent Internet Drive, Exploited, WISC 500-30

Thank you for choosing Charpectrum, Charpectrum Support Team

Please do not reply to this message. Replies to this message are routed to an unmonitored mailbox. If we can be of further assistance, please visit Charpectrum Support.

This email was sent to: lefty@insiderpub.io. If you received this email in error, please let us know.

©2023 Charpectrum Communications. All rights reserved | Privacy Policy. This message was sent by Charpectrum Communications.

ORDER FOR DISMISSAL (Attorney draft)

From: Attorney Rodney Q. Doofus [mailto:rdufus@dcah@lawfirm.com]
Sent: Friday, March 29, 2024 7:37 AM
To: lefty@insiderpub.io
Cc: Legal Assistant [mailto: dcah@lawfirm.com]
Subject: Insider v. Charpectrum Communications Inc. - Proposed Order

Mr. Insider,

Attached is a copy of the proposed order that our office has submitted to the Court, as Judge Wannabe instructed. A copy of this order will also be sent to you via U.S. Mail.

Please note that this order is not final until the Court accepts, signs, and files it. Judge Wannabe may make edits to the order as he sees fit.

Regards,
Attorney Rodney Q. Doofus
Dewey, Cheatem, and Howe S.C.

STATE OF WISC COUNTY CIRCUIT COURT

LEFTY INSIDER,
Plaintiff-Appellant,
v.
CHARPECTRUM COMMUNICATIONS INC.,
Defendant-Respondent.

This matter, having come before the Court for a court trial on March 28, 2024, and the Court, having reviewed the record and considered the arguments of the parties,**(NOT)** hereby finds as follows:

THAT, Plaintiff has failed to file with the Court a copy of the terms and conditions that govern his contractual relationship with Defendant;

THAT, without such terms and conditions, Plaintiff is unable to carry his burden, and the Court is unable to adjudicate Plaintiff's claims;

THEREFORE, IT IS HEREBY ORDERED that the above-entitled action shall be dismissed without prejudice and without costs to either party.

XV. ORDER FOR DISMISSAL (Court Order)

The judge made no edits to the attorney draft. Nice work if you can get it, by getting someone else to do your work for you.

XVI. XVI. (continued)

The court order for Dismissal was signed by the court on April 5, 2024, unknown to this plaintiff. On April 22, 2024 the plaintiff called the court judicial assistant and was told that the order was already signed and a copy could be had at the clerk of courts office. The clerk claimed that it was the defendant's attorney's responsibility to send this to him, which did not happen in this case. Despite being a requirement for Pro se litigants, this order was eventually received on April 24, 2024. It is baffling to this plaintiff that he would be dependent on the defendant for a copy of court signed orders.

Again, what the court shows in this order is the projection of the opinion of the court, unsupported by law or factual evidence that the plaintiff has a prior agreement or contract with the defendant identified in the Charpectrum ToS. The plaintiff attempts to argue, as heard in the audio transcript, that there is not an agreement beyond the monthly advanced billing, and was then instructed by the court to confine himself to yes or no answers.

It is the opinion of the plaintiff, supported by the facts above that the bill is the agreement, not unlike the billing from WPS for electrical service and natural gas service. Billing is based on delivery of services be it kilowatts per hour (kw/h) of electricity, cubic feet of gas (Therms) or in this particular case megabits per second (Mbps). If you begin paying the bill, the service begins, if you stop paying the bill the service ends.

XVII. Oral Argument and Publishing

The appellant does not believe that oral arguments in this case are necessary. Nor does he believe that this would be a wise use of judicial time due to the very simple nature of this appeal. The appellant does however, request that this opinion be published to provide full written clarity of this decision for the appellant's benefit, as well as the general public's benefit.

XVIII. Summary of Arguments

This plaintiff had thought, prior to this experience, that the role of a court was to read written arguments and motions, listen to oral arguments, and make a ruling based on the factual strengths and legal validity of these arguments.

This plaintiff was never allowed to present his substantial first hand fact based testimony. He did not actually have his day in court.

Unfortunately this plaintiff and spouse, both seniors, had to experience this disrespectful, degrading, and somewhat traumatic event of a day in this particular courtroom.

XVIII. (continued)

1. **This plaintiff is looking for this Appeals Court to reverse this flawed decision and allow the plaintiff to have his day in court to argue the merits of the case. Not to a demonstrably biased court, but instead to a jury of his peers.**
2. **This plaintiff is also asking the court to review the audio recording and written transcripts of this trial to establish the veracity of the above testimony and to perhaps to further review the trial conduct of this court for any apparent blatant misconduct.**
3. **This then being put into the past, the court is now being asked to allow the reanimation and adjudication of plaintiff Motions to Compel witness testimony and document discovery, and would ask that the Circuit Court be required to hear oral arguments on these motions, or at the very least issue a written ruling based on the law.**

XIX. Arguments

This plaintiff/appellant will acknowledge that the court by law certainly has wide discretion in these matters, but also has wide latitude in granting permissions and procedures.

This plaintiff/appellant is an American, a native born citizen, taxpayer, and voter, just looking for a day in court to make his case. He has engaged with this court system to assist, facilitate, and provide the promised American birthright of a day in court.

This plaintiff/appellant has limited financial resources to use in this effort against what is alleged, and attempt to prove his exploitation at the hands of a multi-billion dollar corporation.

This plaintiff seeks the protection of this court against this alleged malevolent corporation, as will be shown in first hand fact based evidential testimony, if allowed.

This plaintiff *has never been*, across all four of these court hearings, allowed to present his case in full. His initial expectations for these proceedings were much higher than the distain, disrespect, and condescension inflicted on a well-meaning and highly educated plaintiff from these courts.

XX. Statement of the Legal Issue

- There are no legal citations that this Pro se appellant can point to at this time.
- There are no legal principles, statutes, regulations, and precedents, that this Pro se appellant can point to at this time.

XXI. Case Citations

- There are no relevant cases that this Pro se appellant can point to at this time.

XXII. Policy Arguments

- There are no policy arguments that this Pro se appellant can point to at this time.

XXIII. Conclusion

For the reasons stated above, appellant respectfully requests that this Court provide for the specific relief sought. The judgment of the trial court should be reversed and this case allowed to be ligated further and fully.

1. Require SCC court compliance with court instructions for Pro se participants allowing jury trials for SCC participants
2. Require SCC court compliance with court instructions for Pro se participants regarding acceptance and utilization of evidence presented to the Clerk of Courts on digital storage devices
3. Request that the Appeals Court to look into the County Clerk of Courts office unwillingness to provide legal state forms when requested, couched under the excuse of not being able to provide legal advice. These forms for the most part are also not available within the Pro se small claims court instructions. e.g. Subpoena, Demand for Trial, etc. Yet these form numbers and forms are mostly available from wisccourts.gov website. Based on my Internet research from around the country these forms should be made available from the clerk's office upon request
4. Require court transcripts be made available to court participants in more digital file formats
5. Look into the County court system to determine why so much of the Pro se instructions are outdated and incorrect. The website itself and the documents contained within have not been updated or corrected in many years. See below.

XXIII. (continued)

The following instructions are incorrect for Branch 3 which now uses a DAR court reporter, and caused the plaintiff to be misled into following this incorrect guidance.

After you file your Notice of Appeal, you have 14 days to file a "Statement on Transcript" with the Circuit Court clerk. The Circuit Court clerk will transmit your Statement on Transcript to the Court of Appeals.
Q. What is a Statement on Transcript?
A. The Statement on Transcript informs the Court of Appeals whether or not a transcript will be needed in the appeal. A Statement on Transcript Form is in the Appendix at the back of this Guide. If your case was decided entirely on briefs or other written documents and no hearing was held, you will not need a transcript. If you want to refer to statements made in court, you must request a transcript and make arrangements with the Court Reporter to pay for it.

If you request a transcript, you must communicate with the Court Reporter preparing the transcript to make arrangements for the filing and service of the transcript Guide to Wisc Appellate Procedure for the Self-Represented Litigant - Page 12 and payment of the transcript fee.20 You must do this before filing the Statement on Transcript. If the Court Reporter has not yet filed the transcript in the Circuit Court clerk's office at that time, the Court Reporter must complete the Court Reporter's portion of the Statement on Transcript indicating when the transcript will be filed, sign the document, and return it to you. (If you are unable to contact the Court Reporter and are unable to get the Court Reporter to sign the Statement on Transcript, you may request an extension of time to file your statement by filing a motion with the Court of Appeals.) You then file the Statement on Transcript with the clerk of the Circuit Court .

Q. How long does the Court Reporter have to prepare and file the Transcript?
A. In most cases, the Court Reporter has 60 days after the date on which the transcript was requested and arrangements were made for payment.21 By that deadline, the Court Reporter must serve copies of the transcript on the parties to the appeal, file the transcript with the Circuit Court , and notify the Clerk of the Court of Appeals that the transcript has been filed and served.
Guide to Wisc Appellate Procedure for the Self-Represented Litigant - Pages 11-12
https://countywi.gov/departments/clerk-of-circuit-court/court-resources/appeals/

XXIV. Request to Resolve Discovery Procedure Shortcomings

Basic Guide to Small Claims Actions Basic Guide to Wisc Small Claims Actions
https://www.wisccourts.gov/formdisplay/SC-6000V_instructions.pdf?formNumber=SC-6000V&formType=Instructions&formatId=2&language=en
It does say this on page 9:

"Evidence on cell phones, computers, or other electronic devices must be printed out or saved to a storage device to submit to the court."

The emails from Charpectrum shown previously, were but a few of the 71 emails received from Charpectrum and 191 emails sent to Charpectrum which were provided to the Clerk of Courts as discovery evidence on a USB drive. It is now known that since these evidence files were not available to be introduced into evidence to the court for the trial, although provided to the defendant. It would appear that this office is not in compliance with the above instructions, nor did they make notification of this local policy until it was too late to find an alternative. This fact was explained by the Clerk of Courts as being due to a local IT policy of not being able to utilize a usb storage drive on their internal computer network for security reasons. This then is aggravated by the lack of, and subsequent unavailability of an isolated computer storage device or air-gapped computer system to allow the court to access digital files.

An air gap, air wall, air gapping or disconnected network is a network security measure employed on one or more computers to ensure that a secure computer network is physically isolated from unsecured networks, such as the public Internet or an unsecured local area network. It means a computer or network has no network interface controllers connected to other networks, with a physical or conceptual air gap..
https://en.wikipedia.org/wiki/Air_gap_(networking)

XXV. Recommendations to Consider for the CCAP Electronic Filing System

https://www.wisccourts.gov/ecourts/efilecircuit/index.jsp

1. Allow for a hierarchical file structure to better identify evidence files with appropriate names and organizational structures
2. Provide for acceptance to the electronic filing system of more file types such as xls, .eml email files, and various popular graphic file formats
3. Increase the file size upload limit from the antiquated 10 megabytes to a more realistic 100 megabytes or more

This CCAP EFS system is so antiquated, non-granular, and crude to the point that it is not workable for this plaintiff with this case. He will continue to file with analog paper.
You will also note that in the transcript the court chastised the plaintiff, for the method of batch identification of the filing of documents.
The plaintiff does not believe that he is required to become involved with the micromanaging of the Clerk of Courts staff in these matters.
Even as specifically instructed by the Clerk of Courts herself, the plaintiff did not file in batches with the electronic filing system, and left the organization of the evidence files to the county court staff assigned to perform this role. There seems to be a disconnect between the Clerk of Courts office and this particular Branch court.

It is hoped that the Appeals court will take the above suggestions and recommendations in the spirit intended.
It is also hoped that this Appeals court take action on this case to prevent future plaintiff's from suffering the same mistreatment.

The Appeals court may not wish to rule on this case because it was dismissed rather than having been adjudicated against this plaintiff. However, the full weight of the responsibility for this situation rests solely on the Circuit Court , as it did not allow for the presentation of the plaintiff's arguments and testimony at trial.
Further action of judicial review of what appears to be this court's misbehavior in this case may also be warranted.

The following documents were in fact used to prepare this brief.
https://countywi.gov/departments/clerk-of-circuit-court/court-resources/appeals/
https://www.wisccourts.gov/publications/guides/docs/Pro seappealsguide.pdf

XXVI. Affidavit

I, Lefty Insider, of Exploited, WISC, MAKE OATH, AND SAY THAT:

1. The information provided above is a true and honest account.

SUBSCRIBED AND SWORN

Lefty Insider

(Signature)

Lefty Insider

Respectively submitted,
Lefty Insider
42 No Decent Internet Drive
Exploited, WISC 500-30

Appeals Court Response Decision

COURT OF APPEALS DECISION
DATED AND FILED August 7, 2024
Clerk of Court of Appeals

Appeal No. 2024APxxx

STATE OF WISC

LEFTY INSIDER,
PLAINTIFF -APPELLANT,

V.
CHARPECTRUM COMMUNICATIONS INC.,
DEFENDANT-RESPONDENT.

NOTICE
This opinion is subject to further editing. If published, the official version will appear in the bound volume of the Official Reports. A party may file with the Supreme Court a petition to review an adverse decision by the Court of Appeals. *See* WISC. STAT. § 808.10 and RULE 809.62.
Cir. Ct. 1\0. 2023SCxxx

IN COURT OF APPEALS

APPEAL from an order of the circuit court:
JUDGE WANNABE. *Affirmed.*

From, Judge Bought and Paid For, Lefty Insider, proceeding Pro se, appeals from an order dismissing his small claims action against Charpectrum Communications, Inc. without prejudice. Insider argues that the circuit court erred in construing his claim against Charpectrum to be for breach of contract and in dismissing the claim because Insider did not submit evidence of the terms and conditions that governed Charpectrum provision of Internet services to him. Based upon this court's review of the parties' arguments and the record, and for the reasons explained below, this court affirms the order dismissing Insider's action.

BACKGROUND

Insider commenced this action against Charpectrum in August 2023, alleging that the Internet service Charpectrum provided him beginning in September 2018 was not as fast as Charpectrum advertised nor at the speed for which he subscribed. His complaint asserted that he had received Internet service at fifty percent of Charpectrum advertised speeds-"200Mbps actual on 400 advertised plan [and] 500Mbps actual on 1000 Mbps advertised plan. Insider attached various documents to his pleading, including a list of his claimed damages, which consisted of monthly service fees he contended were excessive given the speeds he received and the cost of equipment he purchased to test and improve the speed of his Internet connection.

Charpectrum filed an answer contesting Insider's allegations and asserting that testing it conducted at Insider's home confirmed that it was "providing service speeds for which [Insider was] subscribed."

1 This appeal is decided by one judge pursuant to WISC. STAT. § 752.31 (2)(a) (2021-22). All references to the Wisc Statutes are to the 2021-22 version unless otherwise noted. No. 2024AP832

2 "Mbps," or megabits per second, IS a measurement of the speed of an Internet connection

After discovery and pretrial motion practice, a court commissioner held a hearing on Insider's claim, at which the parties presented testimony and other evidence in support of their positions. The commissioner later issued a written decision in which he determined that Insider had not carried his burden of proof and denied his claim for damages. Insider timely requested a trial to the circuit court and added an award of punitive damages to his requested relief. The circuit court held a trial on March 28, 2024. At the start of the proceeding, the court sought to clarify the nature of Insider's claim against Charpectrum:

THE COURT: ... your claim as I understand it, is that you are not receiving Internet speeds that you contracted for; correct?

MR. INSIDER: Myself, and other Charpectrum customers.

THE COURT: Well, other Charpectrum customers aren't plaintiffs right now; you are. So your claim is that you have not been getting the Internet speeds you contracted

for; correct?

MR. INSIDER: And I will show the Court that I'm not alone in that, yes.

THE COURT: Mr. Insider, you need to answer questions "yes" or "no." Is that-is that your claim?

MR. INSIDER: Yes, Your Honor.

The court then noted that Insider had not filed the "terms and conditions of service," which it described as "the actual agreement between-it's the binding agreement between you and Charpectrum in terms of what they 're selling to you, what they're providing to you, and what you're agreeing to pay for."

Insider told the circuit court that he had a copy of the terms and conditions and had read them but did not understand their relevance to his case.

He denied that he had signed the terms and conditions and asserted that they were not "the root of [his] case." Instead, he asserted that "[t]he root of [his] case is what is being advertised and what is being billed, and more importantly, what is being billed to [him]." The court then retrieved a March 2021 Charpectrum invoice to Insider that was attached to Charpectrum answer and directed Insider's attention to the following text on the invoice:

Charpectrum Terms and Conditions of Service-In accordance with the Charpectrum Terms and Conditions of Service, Charpectrum services are billed on a monthly basis ....

The court stated that Insider needed to present evidence of "the terms and conditions of service because that's the agreement between you and [Charpectrum] that you're claiming they're violating." Insider replied that the invoices themselves should be sufficient because they indicated the speed of service that Charpectrum was advertising and billing him for. The court disagreed, stating, "Advertisements are not contracts. Bills are not contracts." Because Insider had not submitted the terms and conditions referenced on the invoices, the court dismissed his claim without prejudice and told him he was "free to refile." Insider reiterated that he was not "claiming a contract violation" but rather "fraudulent advertising and fraudulent billing for services," but the court declined to change its ruling, stating, "There has to be an agreement to provide services.... You need to have the terms and conditions of service for me to understand what the basis of your claim is."

DISCUSSION

Before turning to Insider's arguments, this court must address several deficiencies in his appellate briefs. Though Wisc courts may liberally construe filings by Pro se litigants, see West v. Macht, 2000 WISC App 134, ~15 n.6, 237 Wisc. 2d 265, 614 N.W.2d 34, Pro se litigants "are bound by the same rules that apply to attorneys on appeal," Wauslwra County v. Grat, 166 Wisc. 2d 442, 452, 480 N. W.2d 16 (1992). Insider's briefs violate several rules of appellate procedure that make his arguments more difficult for this court to understand and address. (Apparently logical arguments are too confusing for them.)

First, Insider neglected to file the required short appendix with his principal brief containing, among other things, "the findings or opinion of the circuit court [and] limited portions of the record essential to an understanding of the issues raised." *See* WIS. STAT. RULE 809.19(2)(a). The appendix is important because it assists this court in understanding the legal issues the appellant wishes to raise, the portions of the record that are important to those issues, and any findings or decisions made by the circuit court on those issues.

~8 In addition, Insider's principal and reply briefs lack citations to the record to support the facts and documents he reproduces or discusses. *See* WISC. STAT. RULE 809.19(1)(d) (requiring an appellant's brief to contain "a statement of facts relevant to the issues presented for review, with appropriate references to the record"). Such references are important because this court is bound by the record as it comes to us from the circuit court and cannot consider documents or other items that are not included in the record. *See South Carolina Equip., Inc. v. Sheedy,* 120 Wisc. 2d 119, 125-26, 353 N.W.2d 63 (1984) ("An appellate court can only review matters of record in the [circuit] court and cannot consider new matter attached to an appellate brief outside that record."). Absent references to the record, it is difficult for this court to determine whether the documents and facts Insider discusses in his brief are part of the record on appeal, and if so, where in the record they are located. Providing these references is a party's responsibility; this court is not required to search the record for support for legal arguments that are not

accompanied by adequate citations to the record. *Roy v. St. Luke's Med. Clr.* ,2007 WISC App 218, ˜1 0 n.1 , 305 Wisc. 2d 658, 741 N. W.2d 256.

(So blocking evidence introduction in the lower courts is an effective tool of the court to deny justice or even adjudication of the case facts.)

Finally, Insider does not cite any case law, statutes, or other legal authorities as support for many of his arguments. Again, it was his responsibility to do so, not this court's. *See* WIS. STAT. RULE 809.19(1)(e) (requiring appellant's brief to contain legal arguments with citations to supporting statutes and other legal authorities). This court "need not consider arguments that are undeveloped and unsupported by citations to legal authority." *Wal-Mart Real Est. Bus. Tr. v. City of Merrill,* 2023 WISC App 14, '132, 406 Wisc.2d 663, 987 N.W.2d 764.

Notwithstanding these deficiencies, this court will endeavor to address Insider's substantive arguments as best it can discern them. Insider's primary arguments appear to be that the circuit court erred in construing his claim against Charpectrum to be for breach of contract and in dismissing this claim because he failed to submit the terms and conditions referenced on his monthly bills. He states in his principal brief that "[t]his case is actually about inappropriate and excessive billing, with a side relationship to fraudulent advertising period." Insider contends that the dismissal prevented him from having "his day in court" and asks this court to reverse the circuit court's decision and remand this case for a jury trial.

Wisc courts construe complaints "to do substantial justice" between the parties. WIS. STAT. § 802.02(6); *see also* WIS. STAT. § 799.04(1) (,,[T]he general rules of practice and procedure in [WIS. STAT.] chs .... 801 to 847 shall apply to [small claims] actions and proceedings under this chapter. "). In construing a complaint, Wisc courts focus on the facts alleged to determine what type of legal claim is being made. *Townsend v. ChartSwap, LLC,* 2021 WISC 86, ˜4 n.5, 399 Wisc.2d 599, 967 N.W.2d 21; *Amek bin-Rilla v. Israel, 113* Wisc. 2d 514,521,335 N.W.2d 384 (1983). Here, Insider's complaint alleges that at certain points since he began receiving Internet service from Charpectrum in September 2018, the speed of his Internet service has been slower than the speed advertised for the service plan to which he was subscribed. Because he allegedly received service at only half of the promised speed, he sought to recover half of the amount he paid each month for Internet service as well as certain costs he allegedly incurred (provided invoice proof for) to test or improve the speed of his Internet connection.

The circuit court did not err in construing these allegations as stating a claim for breach of contract. Insider argues repeatedly that he had no contractual relationship with Charpectrum, but contrary to his belief, the relationship between a service provider and a customer is contractual in nature. The service provider provides a service to the customer in exchange for something of value, usually money paid on a monthly or other periodic basis. This bargained-for exchange, which the law calls "consideration," is the core of a contractual relationship.

See ***Habel v. Estate of Capel/i,*** 2020 WISC App 15, ¯11, 391 Wisc. 2d 399, 941 N.W.2d 858 Consideration is a required element of any valid contract-there must be a 'bargained for' obligation to perform a certain action."); *see also* RESTATEMENT (SECOND) OF CONTRACTS § 17(1) (AM. L. INST. 1981) ("[T]he formation of a contract requires a bargain in which there is a manifestation of mutual assent to the exchange and a consideration.").

Wisc law treats the specific relationship at issue here-that between an Internet service provider and a customer-as one grounded in contract.

The Wisc Department of Agriculture, Trade, and Consumer Protection has promulgated regulations that govern the provision of "electronic communications service[s]," including "Internet access service."

See WIS. ADMIN. CODE § ATCP 123.01(5) (May 2015). Those regulations identify the relationship between an Internet service provider and a consumer as a "subscription," a term which the regulations define to mean "a *contract* between a provider and a consumer for an electronic communications service that is provided or billed to the consumer on a continuing or periodic basis." Sec. ATCP 123.01(12) (emphasis added).

The gravamen of Insider's complaint is that he paid Charpectrum for Internet service at certain speeds that Charpectrum failed to provide. He concedes as much in his principal brief, describing his appeal as "arising] from a dispute between ... Insider and ... Charpectrum ... concerning [its] alleged failure to provide the level of services billed for." This describes a breach of contract-a failure to perform an obligation or fulfill a promise.

See Ristow v. Threadneedle Ins. Co. , 220 Wisc. 2d 644, 653 , 583 N.W.2d 452 (Ct. App. 1998). Thus, in order to prove his claim, Insider had the burden to establish three things: (1) the existence of a contract between him and Charpectrum; (2) Charpectrum breach of the contract; and (3) damages resulting from the breach. *See Pagoudis v. Keidl,* 2023 WISC 27, ¯12, 406 Wisc. 2d 542, 988 N.W.2d 606.

In order to prove that Charpectrum was liable to Insider, he had to submit evidence that established the terms of the contract-his subscription to Charpectrum Internet service. Insider argues that the monthly invoices he received from Charpectrum constitute his "agreement" with Charpectrum. This court disagrees for two reasons.

First, the monthly invoices in the record cannot, by themselves, constitute the entire contract between Insider and Charpectrum because the invoices are missing at least one material term-the speed of service to which Insider was subscribed. (demonstrably false)

Under Wisc law, a provider of Internet access must "disclose the material terms of the subscription in context with each other" and in writing or, in limited circumstances, orally or electronically. WIS. ADMIN. CODE §ATCP 123.02(2).

Furthermore, the invoices in the record-including the March 2021 invoice to which the circuit court directed the parties' attention at the trial-contain language indicating that Insider's subscription was subject to a set of terms and conditions. (demonstrably false, and only relates to billing frequency)

This indicates that those terms and conditions formed part of the contract between Insider and Charpectrum for at least a portion of the time period in question.[3] But Insider did not submit any proof of those terms and conditions. By failing to do so, he did not meet his burden of proof to establish the terms of his agreement with Charpectrum.[4] This failure of proof meant that the circuit court could not determine the rights and obligations of the parties under their contract or whether Charpectrum had breached the contract by failing to fulfill one or more of its obligations. For this reason, the court did not err in dismissing Insider's claim without prejudice, which allows him to refile his case and submit evidence establishing the terms of his contractual relationship with Charpectrum.

3 Insider argues in his principal brief that he did not sign or otherwise agree to Charpectrum terms and conditions when he entered into a subscription for service at 1000 Mbps in March 2023. He also reproduces in his brief what ***purported*** *to be an email he received in March 2023, which he contends shows that subscribers need not agree to Charpectrum terms and conditions in order to obtain Internet service from Charpectrum. These contentions do not save his claim. (factual evidence is not a contention, blocking its admission from evidence is however an effective tool by used by the court to protect a corporation from responsibility) For one thing, they shed no light on the terms of the parties' relationship from September 2018 to March 2023.(irrelevant) Additionally, even if the terms and conditions were not part of Insider's subscription starting in March 2023, Insider still failed to submit evidence to establish the terms of his subscription from that point in time.*

4 Insider faults the circuit court for not asking Charpectrum to provide a copy of the terms and conditions at the trial. But as the court correctly noted, Charpectrum had no obligation to do so. Insider commenced this lawsuit against Charpectrum, and thus, it was his burden to present evidence to the court to prove his claim.

5 Insider raises additional arguments in his brief concerning purported errors made by the court commissioner and the circuit court. For example, he contends the court "ambushed" him by questioning him about Charpectrum terms and conditions at trial, "yelled". personal attacks" at him, and displayed bias at a pretrial status hearing. Insider also alludes to decisions made by the court denying his motions to compel and suggests the court's rulings were erroneous. These arguments are not accompanied by any citations to the record or supporting legal authority. As such, and because the court's dismissal of Insider's claim without prejudice allows him to refile his claim, ***this court declines to address those arguments.***

By the Court.-Order affirmed.

This opinion will not be published. *See* WIS. ST AT. RULE 809.23(l)(b)4.

So long story short, Lefty would have to prove that he has a contract with Charpectrum, that he does not actually have, (prove a negative) and then prove that they breached it. Right!

Btw, DATCP regulations stating that a ToS agreement is a subscription and thereby a contract, is not exactly settled law, nor legal precedent, now is it?

Appeals Court Reconsideration Appeal Brief

Attn. Office of the Clerk

DISTRICT 2 APPEAL NO. 2024AP000XXX
MOTION FOR RECONSIDERATION

LEFTY INSIDER versus CHARPECTRUM COMMUNICATIONS, INC.
COUNTY CIRCUIT COURT Case No. 2023-SC-xxx

Lefty Insider
42 No Decent Internet Drive
Exploited, WISC 500-30
August 27th, 2024

Prelude

The County Clerk of Courts for some months now refuses to respond to my voice mails and emails, and when I show up to her office in person she goes out the back door. I have spoken with the County Executive regarding this continued obstruction and he claims to have no influence over this particular democratically elected county employee. This Appeals court does not have a full appreciation of how I have been treated in courts previously, but there is a reason why these hearings are not recorded in any way. Without intervention from a higher court, as in the past I will not be allowed witness testimony, defendant internal document discovery, proof of a corporate document retention policy, agreement and consideration of motions, review of subpoenas, allowance for evidentiary hearings, nor any reasonable method of presentation of my somewhat complex technical and necessary visual presentation of this case.
The offer for refiling is just bait to be abused in this manner yet again, at additional personal expense, which now, a year later, far exceeds to amount of the original claim.

Summary

In this Motion for Reconsideration this Appellant argues three errors in fact argued by the Circuit Court and the Appeals court:

1. By both courts that an indication or reference on the invoice of Charpectrum own compliance with a ToS determining frequency of this billing, does not in fact bind the subscriber to this ToS agreement. This is evidenced in an email which affirms this.
2. That the ToS does not explicitly state “what they’re selling you, what they’re providing to you, and what you are agreeing to pay for.” as is argued by the Appeals court. A contract cannot exist without these two elements as the court has affirmed.
3. The Appeals court also incorrectly states that Internet speed is not mentioned on the bill. Charpectrum Internet Gig as indicated on the bill does in fact indicate the speed of the connection billed for, as well as the monthly fee for this service. (See Appendix)

Factual Error One

The Circuit court and Appeals court have argued that an indication or reference on the customer invoice of Charpectrum’s own compliance with their own Terms of Service Agreement or ToS which _only_ relates to and states the frequency of billing. This statement alone does not in fact bind the subscriber to this ToS agreement.

Legal Precedent

There is no legal precedent, nor factual evidence to support this contention by the court.

So the court seems to be in need of a fix for some legal precedent, so Lefty decided to give them some.

Factual Error Two

The Appeals court contends that the ToS is a binding agreement, even if not specifically agreed to, or in this case intentionally rejected, by this customer.
However, the ToS does not explicitly state “what they’re selling you, what they’re providing to you, and what you are agreeing to pay for.” as is argued by the Appeals court. (See Appendix)

Legal Precedent

It is argued here however that the following factors contribute to the legal enforceability of these agreements:
1. **Notice**: Users must be provided with clear notice that by clicking "I Agree," they are entering into a legally binding agreement.
2. **Manifestation of Assent**: The act of clicking "I Agree" demonstrates the user's intent to be bound by the terms and conditions presented.
3. **Access to Terms**: Users should have an opportunity to review the terms of the agreement before accepting them. Typically, there is a link to the terms of service or a pop-up window displaying the terms.
4. **Unconscionability**: The terms of the agreement should not be unconscionable or excessively one-sided in favor of the party presenting the agreement.

Courts have in the past, generally upheld click-through agreements when these elements are present. However, enforceability can vary based on jurisdiction and specific circumstances. It's important for companies to ensure that their click-through agreements are **properly formatted** and presented to maximize enforceability.

The following are principles are rooted in contract law, and therefore are supporting relevant legal precedents and doctrines.

Unconscionability Doctrine:

UCC § 2-302: Under the Uniform Commercial Code (UCC), which governs commercial transactions, § 2-302 addresses unconscionable contracts. It states that if a court finds that a contract or any clause in it is unconscionable at the time it was made, the court may refuse to enforce the contract or may enforce the remainder of the contract without the unconscionable clause.

Case Example: Williams v. Walker-Thomas Furniture Co., 350 F.2d 445 (D.C. Cir. 1965). The court held that a contract was unconscionable because it was grossly unfair and oppressive to one party.

Fairness in Contracts:

Restatement of Contracts § 208: This section addresses contracts that are deemed unconscionable. It provides that if a contract or term is found to be unconscionable at the time made, it may be declared unenforceable. The Restatement is influential in shaping contract law principles.

Case Example: Schlachter v. A. & M. Produce Co., 294 F.2d 607 (9th Cir. 1961). The court considered whether a contract was unconscionable and thus unenforceable.

Contractual Fairness and Equity:

Court Cases Addressing One-Sided Agreements: Courts often review the fairness of contractual terms, especially in consumer protection cases. For example, Lopez v. Kline, 309 F. Supp. 2d 639 (E.D. Pa. 2004), where the court examined whether the terms of a contract were unfairly biased against one party.

Consumer Protection Laws:

Federal Trade Commission (FTC) Act: While not a case or precedent per se, the FTC Act prohibits unfair or deceptive acts or practices in commerce. Courts have, in the past used this as a guideline to assess fairness in various agreements.

These sources collectively underline the principle that agreements should be fair and not excessively one-sided. Courts historically have had the authority to intervene when contractual terms are unconscionable or unfairly biased.

The Argument for the Unconscionability of the ToS.

Because it is in fact demonstrably possible to obtain service from this defendant/respondent without agreeing to the Terms of Service, as identified and visually proven in this Appellants prior Appeals Court brief, holding a customer to these terms because service was accepted does not meet the legal standard of Unconscionability as outlined and established in precedent.

Readability of a contract

Legal precedent on the readability of contracts generally revolves around the principles of contract formation, enforceability, and the requirements for clear and unambiguous terms. Courts have addressed issues of readability and clarity in various ways. Here are a few key principles and cases related to contract readability:

General Principle of Clarity:

Restatement (Second) of Contracts § 20: States that a contract is not enforceable if its terms are so vague that it is impossible to determine the obligations of the parties. This principle underscores the importance of clear and understandable contract terms.

Enforceability and Readability:

Williams v. Walker-Thomas Furniture Co., 350 F.2d 445 (D.C. Cir. 1965): This case addressed the enforceability of a contract with terms that were not clear and understandable to the average consumer. The court found that contracts with ambiguous or incomprehensible terms might be unenforceable.

Standard Form Contracts and Unconscionability:

Jones v. Star Credit Corp., 59 Misc.2d 189, 298 N.Y.S.2d 264 (1969): In this case, the court examined a standard form contract with terms that were deemed to be unconscionable and not readily understandable to the average person. The court held that such contracts might be invalid if they are excessively one-sided or unfairly disadvantage one party.

Consumer Protection and Clarity:

Cox v. Galloway, 310 S.C. 533, 426 S.E.2d 773 (1993): This case involved a contract that was deemed unenforceable due to its lack of clarity and the inability of the average person to understand the terms. The court emphasized the need for contracts to be written in a way that allows parties to reasonably understand their obligations.

Interpretation of Ambiguous Terms:

Pacific Gas and Electric Co. v. G.W. Thomas Drayage & Rigging Co., 69 Cal.2d 33, 442 P.2d 641 (1968): This case illustrates how courts may interpret ambiguous contract terms. The court ruled that when a contract's terms are unclear, evidence of the parties' intent and context might be considered to determine the meaning.

Clear and Conspicuous Terms:

Meyer v. Uber Technologies, Inc., 868 F.3d 66 (2d Cir. 2017): The court evaluated the enforceability of an arbitration clause in a contract and emphasized that terms must be clearly presented to the parties for them to be enforceable. This case highlights the importance of making critical terms conspicuous and understandable.

In general, the readability and clarity of a contract are crucial for its enforceability. Contracts must be drafted in a way that allows all parties to clearly understand their rights and obligations. If a contract is found to be ambiguous or incomprehensible, it may be deemed unenforceable or subject to interpretation based on the parties' intentions and context.

Factual Error Three

The Appeals court also incorrectly states that Internet speed is not mentioned on the bill. Charpectrum Internet Gig as indicated on the bill does in fact indicate the speed of the connection being billed for, as well as the monthly fee for this service. (See Appendix)

Additional Legal Precedent

Class Action Lawsuits:

Charpectrum Communications has faced class action lawsuits related to inadequate speed complaints. These cases typically result in settlements rather than landmark legal precedents.

References

1. **Charpectrum Cable agrees to record $174M settlement; customers to receive refunds**

https://www.syracuse.com/entertainment/2018/12/charterCharpectrum-cable-agrees-to-record-174m-settlement-customers-to-receive-refunds.html

$62.5 Million fine in 2018 from the State of New York

https://cnycentral.com/news/local/Charpectrum-to-start-paying-out-625m-settlement-over-Internet-speed-lawsuit

2. **$18.8 Million fine in 2020 from LA/California**

https://www.syracuse.com/business/2020/02/Charpectrum-to-pay-188-million-over-slow-Internet-speeds-in-california.html

Class action lawsuit against Charpectrum/Time Warner Cable

https://soderstromlawfirm.com/wp-content/uploads/2020/06/soderstrom-charpectrum-complaint.pdf

https://soderstromlawfirm.com/claims-against-charpectrum/

Is it also hereby argued that the existing Charpectrum Terms of Service as is presented as a 13 page, six point type document which reads like a legalese novella. This discourages reading due to the difficulty level and a lack of commonality of language used. That document has been grammar tested in Microsoft Word 2013 and has provided a Flesch-Kincaid Grade Level of 10.6. This technical readability measurement alone however does not measure the difficulty in the use of legal terms or phrasing in a seemingly foreign professional vocabulary to most laypersons.

References

130 million American adults have low literacy skills (below sixth grade) according to a Gallup analysis of data from the U.S. Department of Education.
https://www.apmresearchlab.org/10x-adult-literacy,
The argument for the unconscionability of the ToS.

The statement in the ToS that ***"Any user who does not agree to be bound by the Terms of Service should immediately stop their use of the Internet Service"*** is not legally enforceable in most jurisdictions.

1. **Unilateral Imposition:** Terms of Service (ToS) must generally be agreed upon by both parties (the user and the service provider) to be enforceable. Simply using a service **does not necessarily imply agreement** to all terms unilaterally imposed by the service provider.
2. **Consumer Protection Laws:** Many jurisdictions have consumer protection laws that require terms to be presented in a clear and fair manner. Unilaterally imposing terms and conditions without proper notification and opportunity for users to review them may violate these laws.
3. **Reasonableness:** Courts often require terms to be reasonable and fair to be enforceable. Forcing users to agree to all terms without negotiation or recourse might be considered unreasonable.
4. **Practicality:** In practice, stopping use of an Internet service may not be feasible or practical for a user. Many services are essential for work, communication, or daily life, and requiring users to cease all Internet usage is not a realistic option. For the majority of Americans, an alternate Internet service provider is not an option, especially in monopoly market conditions.

Profiles of Monopoly: Big Cable and Telecom
https://ilsr.org/articles/report-most-americans-have-no-real-choice-in-Internet-providers/
https://ilsr.org/wp-content/uploads/2020/08/2020_08_Profiles-of-Monopoly.pdf

The Electronic Frontier Foundation, EFF, reports that affordability of broadband is 2.5 times the problem of lacking proper infrastructure. This report suggests that the cost of broadband is a far more significant barrier to Internet access than the lack of infrastructure
https://www.eff.org/files/2022/02/11/why_fiber_is_a_superior_medium_for_21st_century_broadband_2.pdf
https://www.eff.org/document/effs-full-submission-ntia-implementation-bipartisan-infrastructure-law
https://www.eff.org/files/2022/02/11/wholesale_fiber_is_the_key_to_broad_us_fttp_coverage.pdf

According to Microsoft, 160 million US residents have no broadband access, often due to affordability or other barriers.
The FCC reports 49 million Americans have only one choice for Internet access.
In urban areas most households have access to multiple ISPs, whereas in rural parts of the state, the options are more limited.
https://maps.psc.wisc.gov/apps/WiscBroadbandMap/

5. **Legal Jurisdiction:** Enforcement of terms typically depends on the legal jurisdiction where the dispute arises. Different jurisdictions may have varying requirements for the enforceability of terms of service.

In summary, while Terms of Service are important for defining the relationship between users and service providers, **simply stating that users must agree or stop using the service is not legally enforceable in itself**. Service providers must ensure that users have a reasonable opportunity to review and agree to the terms before they can be considered binding.

The enforceability of a clause stating "Any user who does not agree to be bound by the Terms of Service should immediately stop their use of the Internet Service" can depend on several factors, including the jurisdiction and how the clause is presented. Generally, such a clause may face scrutiny under principles of contract law, particularly concerning **consent and notice**. Here are some relevant legal principles and case law that might help contextualize its enforceability:

Legal Precedents

Notice and Consent:

Case Example: Specht v. Netscape Communications Corp., 150 F. Supp. 2d 585 (S.D.N.Y. 2001). In this case, the court held that users were not bound by the terms of service because they were not adequately notified of the terms before using the software. The case emphasized that for a contract to be enforceable, users must be given clear and conspicuous notice of the terms and must have a meaningful opportunity to review them before agreeing.

Reasonable Notice:

Case Example: Nguyen v. Barnes & Noble Inc., 763 F.3d 1171 (9th Cir. 2014). The Ninth Circuit held that an online retailer's terms and conditions were enforceable because the user was given reasonable notice and an opportunity to review the terms before completing the transaction. This case illustrates the need for adequate notice and the opportunity for users to review terms.

Unconscionability and Fair Notice:

Case Example: Klos v. Lotnicze, Inc., 133 F.3d 1284 (11th Cir. 1998). This case involves the doctrine of unconscionability and highlights the importance of ensuring that terms are not hidden or unfairly imposed. Courts look at whether the terms were presented in a manner that is both clear and fair to the user.

Clickwrap and Browsewrap Agreements:

Case Example: Uber Technologies, Inc. v. Heller, 456 F. Supp. 3d 1218 (N.D. Cal. 2020). This case examined the enforceability of clickwrap agreements (where users must click to agree) and browsewrap agreements (where terms are accessible via a hyperlink). The courts have found that while clickwrap agreements are often enforceable, browsewrap agreements can be unenforceable if users do not have reasonable notice of the terms.

In summary, while a clause that demands users stop using the service if they do not agree to the terms might be an attempt to enforce agreement through a sort of "opt-out" mechanism, its enforceability will largely depend on whether the user had reasonable notice of the terms and whether they were given a fair opportunity to review them. Courts have in the past generally required clear and conspicuous notice for contract terms to be enforceable.

Conclusion

The Charpectrum Terms of Service Agreement says that by accepting the service you automatically agree to the Terms of Service, (ToS), yet is it still possible (even with promotional discounts) that this ToS was never agreed to or even read by the Appellant and those actions were in fact not even necessary to obtain this service.

It is the Appellants view that the court has erred in its interpretation of these legal facts and contract related precedents.

Argument Three

Page 10 fourth paragraph of the Charpectrum Terms of Service Agreement

e. Bandwidth.

- i. Subscriber understands and agrees that Charpectrum does not guarantee that any particular amount of bandwidth on the char network or that any speed or throughput of Subscriber's connection to the Charpectrum network will be available to Subscriber. Subscriber understands and agrees that the speed of the Internet Service provided at Subscriber's site will vary depending upon a number of factors, including Subscriber's computer system(s) and associated equipment (e.g., Subscriber-sourced Wi-Fi routers/access points, etc.), Internet traffic, and other factors such as system capacity limitations, governmental actions, events beyond Charpectrum control, and system failures, modifications, upgrades and repairs. Subscriber understands that Subscriber's wireless connections and use of wireless routers may be subject to greater fluctuations in speed and latency and may be adversely affected by interference, congestion, distance, and other outside factors. For more information, please visit http://charpectrum.net/wiredvswifi [Article to be published].

- ii. Subscriber understands that Charpectrum may use various tools and techniques in order to efficiently manage its networks and to ensure compliance with Charpectrum AUP. Subscriber should reference Charpectrum AUP for additional details.

- iii. Subscriber further understands and agrees that, to allocate bandwidth across all of its users, Charpectrum may employ reasonable network management techniques as identified in Charpectrum AUP and Charpectrum Network Management Disclosure Statement.

The Charpectrum Internet service is **competitively differentiated, advertised, offered, priced, and billed** based on the speed or bandwidth (Mbps) of the connection desired by the customer. Yet the ToS indicates that Charpectrum does not guarantee that any particular amount of bandwidth on the Charpectrum network or that any speed or throughput of Subscriber's connection to the Charpectrum network will be available to subscriber.

This appears to be the very definition of **Unconscionability.**

Reference

Across the U.S., people are getting about 32% of the Internet speed they pay for on average. https://www.allconnect.com/blog/advertised-vs-actual-Internet-speeds

Nationally, studies have shown that ISPs often fall short of delivering the advertised speeds, particularly during peak usage times. This trend can also be observed locally. https://broadbandmap.fcc.gov/home?version=dec2023

Legal Precedents

Wisc State legislature

100.18 Fraudulent representations s. 100.18, Stats.

"No person, firm, corporation which advertisement, announcement, statement, or representation contains any assertion, representation, or statement of fact which is untrue, deceptive, or misleading."

FEDERAL TRADE COMMISSION POLICY FOR SUBSTANTIATION of ADVERTISING CLAIMS

"Before disseminating an advertisement, the advertiser must substantiate all claims – express and implied – that the ad conveys to reasonable consumers." Substantiation Policy Statement, 104 F.T.C. 648 (1984)

Argument Four

Page 7 of the Charpectrum Terms of Service Agreement

f. Data Collection. Charpectrum may collect and use technical data and related information—including but not limited to technical information about your device, system and application software, and peripherals—that is gathered periodically to determine enhancements or improvements…

1. This agreement also allows, without making it clear to the customer, that unencrypted DNS queries, and IP connections to remote sites, customer data is being collected and resold directly and/or indirectly via data brokers.

FTC Staff Report Finds Many Internet Service Providers Collect Troves of Personal Data, Users Have Few Options to Restrict Use

Report finds many ISPs (including Charpectrum Communications Operating LLC) use web browsing data and group consumers using sensitive characteristics such as race and sexual orientation

https://www.ftc.gov/news-events/news/press-releases/2021/10/ftc-staff-report-finds-many-Internet-service-providers-collect-troves-personal-data-users-have-few

2. Measuring actual delivered bandwidth in Mbps and harvesting this data derived from Ookla and Cisco/SamKnows router firmware installed in many millions of Charpectrum CPE (Charpectrum supplied routers) without explicit customer permission.

https://soundcloud.com/fiberforbreakfast/ffb-episode-184-comparing-delivered-vs-perceived-network-performance?si=e54732ada64d4159b329984501cf1d0f&utm_source=clipboard&utm_medium=text&utm_campaign=social_sharing

Executive Vice-President of Smart Cities at Ookla, the company behind Speedtest.

We have developed a comprehensive suite of test agents so you can measure any part of the network and customer experience at the point of connectivity or the point of use.
https://www.samknows.com/technology/agents
https://www.samknows.com/blog/testing-principles
https://www.samknows.com/products/constantcare

Legal Precedents

Legal precedents involve the terms of service agreements and privacy policies that users agree to. These documents must clearly outline what data is collected and how it is used. Courts can interpret these agreements to ensure they are fair and transparent.

Consumer Protection Laws can apply if a company's data collection practices are not adequately disclosed or are misleading.

Security and Data Breach Laws address how companies should protect the data they collect and what they must do in the event of a data breach. Failing to meet these standards can lead to legal consequences.

In re Facebook, Inc. Internet Tracking Litigation (2019):

Issue: This case involved Facebook's tracking of users even after they logged out of the platform.

Outcome: The Ninth Circuit Court allowed the case to proceed, finding that users could potentially claim privacy violations if they had not consented to such tracking.

Charpectrum Communications (which operates under the Charpectrum brand) has faced various legal challenges and regulatory scrutiny related to privacy and data practices.

In re: Charpectrum Communications, Inc., Customer Privacy Litigation (2017):

Issue: This case involved allegations that Charpectrum Communications (Charpectrum) violated privacy laws by tracking users' Internet activity and collecting data without adequate consent.

Outcome: The case was settled with Charpectrum agreeing to pay a settlement. The settlement terms often include changes in privacy practices and improvements in data handling procedures, but it did not result in a major legal precedent. As such, no legal citations are available to reference.

FCC and FTC Actions:

Charpectrum Communications has faced regulatory scrutiny from the Federal Communications Commission (FCC) and the Federal Trade Commission (FTC) regarding its data practices and customer privacy.

State-Level Actions:

Various states have enacted privacy laws that affect how companies like Charpectrum Communications handle customer data. California's Consumer Privacy Act (CCPA) and the California Privacy Rights Act (CPRA) impose requirements on data collection, user consent, and transparency that impact how Charpectrum must operate in California.

Class Action Lawsuits:

Charpectrum Communications has faced class action lawsuits related to data privacy and consumer protection. These cases often involve claims about inadequate disclosure of data collection practices or failure to protect consumer data, but they typically result in settlements rather than landmark legal precedents.

While these instances highlight important privacy issues related to Charpectrum, they are also part of a broader legal and regulatory context rather than establishing direct, specific legal precedents unique to the company. The evolving nature of privacy law means that practices and precedents are continually developing.

Charpectrum Communications, which operates under the Charpectrum brand, has experienced data breaches in the past. Here are a few notable incidents:

2015 Data Breach:

Incident: In 2015, Charpectrum Communications was reported to have suffered a data breach involving the exposure of customer data. The breach was linked to a third-party vendor that had access to Charpectrum customer information.

Details: The data exposed included customer names, addresses, and account numbers. Charpectrum took steps to address the breach and notified affected customers.

2017 Data Breach

Incident: In 2017 it was discovered that a third-party vendor had left Amazon Web Services (AWS) S3 buckets unsecured, exposing over 600 GB of data containing records on approximately 4 million Time Warner customers. Time Warner was acquired by Charpectrum Communications in 2016.

2020 Data Breach:

Incident: In 2020, Charpectrum was involved in a data breach that affected its employees. The breach was reportedly due to a phishing attack targeting employee credentials.

Details: This breach led to unauthorized access to employee data, including personal information and financial details. The company responded by enhancing its security measures and providing support to affected employees.

*….**2023 Data Breach***

Incident: In 2023 the company faced a significant data breach when a third-party vendor's security was compromised, exposing the personal information of over 550,000 customers, including their names, account numbers, and addresses. There are no specific details on class-action or single-plaintiff lawsuits resulting from the Charpectrum Communications 2023 data breach. Nonetheless, it is common for affected individuals to seek legal recourse for damages incurred by these incidents

Charpectrum Subscriber Annual Privacy Notice (2023)

"However, we cannot guarantee that these practices will prevent every unauthorized attempt to access, use, or disclose Charpectrum information."
https://www.charpectrum.com/policies/charpectrum-customer-privacy-policy

***Section 134.98 of the Wisc Statutes** requires most businesses to notify individuals if an unauthorized person has acquired their personal information. The business must be operating in Wisc and maintaining personal information about individuals who reside in Wisc.* https://datcp.wisc.gov/Documents/IDTheftDataBreach607.pdf

3. **Turner versus Charpectrum (LA Plata County, Colorado – Small Claims Court)**

https://www.durangoherald.com/articles/in-a-case-reminiscent-of-david-vs-goliath-durango-man-wins-award-against-Charpectrum/

Charpectrum included in $4 Billion Maui Fire Settlement Aug. 8, 2023

Charpectrum was accused in lawsuits of allegedly overloading some of the power poles with their communications wires and attachments, making the poles unstable and susceptible to snapping in high winds. Charpectrum has agreed to pay $4 billion to settle almost 500 hundred lawsuits filed on behalf of thousands of victims of Aug. 8's Lahaina wildfires,

https://broadbandbreakfast.com/charpectrum-hawaiian-telcom-included-in-4-billion-maui-fire-settlement/

Appeals Court Appendix To Motion For Reconsideration Brief

STATE OF WISC
COURT OF APPEALS
APPEAL NO: 2024AP000xxx

LEFTY INSIDER,
Plaintiff-Appellant,
v.
CHARPECTRUM COMMUNICATIONS INC.,
Defendant-Respondent.

Appeal from the County Circuit Court
Case No. 2023SC000xxx
The Honorable Circuit Court Judge Wannabe, Presiding

APPENDIX **TO MOTION FOR RECONSIDERATION**

Mr. Lefty Insider, Pro se
42 No Decent Internet Drive
Exploited, WISC 500-30
lefty@insiderpub.io

August 20th, 2024

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Preamble

The rationale for including this Appendix in the Motion for Reconsideration is twofold and is as follows:

It is the view of this Appellant that the Appeals court itself has brought new evidence into this case, and erred in referencing and in the interpretation of two documents not included in the Appellant's brief or in the Appellants Response to the Respondent's brief. Therefore since the court has chosen to open this previously closed door, further clarification and correction of the facts in this Appellants legal case is warranted as well as required here.

Case Law:

Riegel v. Medtronic, Inc., 451 F.3d 104, 109 (4th Cir. 2006): This case discusses the importance of including necessary materials in the appendix to ensure the appellate court has the required information for review.

Johnson v. Arkansas, 106 F.3d 171 (8th Cir. 1997): This case highlights that appendices should include all relevant documents and exhibits that are critical to the court's consideration.

Remand for New Trial: An appellate court may remand a case to the trial court with instructions to conduct a new trial or further proceedings if it finds significant errors that require reconsideration of the evidence.

In Kotteakos v. United States is 328 U.S. 750, the Supreme Court concluded that the errors were substantial enough to undermine the fairness of the trial process. As a result, the case was remanded to the trial court for a new trial.

Charpectrum Billing

Firstly, a most recent sample billing statement from Charpectrum to this Appellant is displayed below. It clearly indicates both the speed tier of the Internet connection being billed as well as the prepaid monthly amount.

According to the recent Appeals court decision, to be considered a binding contract it must contain *"what they're selling you, what they're providing to you, and what you are agreeing to pay for."*

This statement/invoice/bill is a form of a contract in fact, which is hereby presented as evidence in support of proving a means of enforcement of the contractual terms, and is thus legally enforceable as a contract.

Enforcement:

Proof of Obligation: An invoice can serve as proof of the amount owed and the terms of payment, which can be used to demonstrate that a debt exists if legal action is required.

Breach of Contract: If the debtor fails to pay according to the invoice terms, it can be evidence of a breach of contract, supporting a claim for enforcement.

Legal Precedent is detailed in the Uniform Commercial Code § 3-104

When a Bill is a Binding Agreement

*Implied Agreement: In cases where there is **no formal contract**, repeated billing and payment practices can imply an ongoing agreement or understanding between parties. However, this is based on conduct and not the bill alone.*

Negotiable Instrument

Purpose: While a standard invoice is not a negotiable instrument, it can sometimes be associated with negotiable instruments if the parties agree to use such instruments for payment.

Charpectrum

ACCOUNT NUMBER	SECURITY CODE	STATEMENT DATE	SERVICE ADDRESS	PAGE
		Apr 27, 2024		4 of 10

Your Bill Details Service from Apr 27 - May 26

Previous Balance		$104.99	
Check Payment-thank You	04/08	-$104.99	
Remaining Balance			**$0.00**

Current Activity

Internet		
Internet Gig	$40.00	
Your promotional price will expire on 03/26/27		
Internet	$84.99	
Internet® Total		**$104.99**

Amount Due on May 14 **$104.99**

Terms of Service Agreement (ToS)

Secondarily, the existing Charpectrum Terms of Service as is presented on the following 13 pages, in its original six point type format for effect, which in the view of this Appellant discourages reading due to both the visual and language difficulty elements. This document has been grammar tested in Microsoft Word 2013 which has provided a Flesch-Kincaid[8] Grade Level of 10.6. This mechanical technical readability measurement, using either analog or digital methods, does not however measure the difficulty in the comprehension of legal terms and legal phrasing in what is a foreign professional vocabulary and style to most laypersons.

[8] *The Flesch–Kincaid readability tests are analog or digital tests designed to indicate how difficult a passage in English is to understand. Rudolf Flesch and Peter Kincaid developed the Grade Level evaluation for the United States Navy. It consists of a mathematical calculation of number of words in a sentence, the number of sentences in a paragraph, as well as the number of polysyllabic words. Source: Wikipedia.org.*

Please agree to the terms below by selecting the check boxes.

Charpectrum Residential General Terms and Conditions of Service

In addition to these Residential General Terms and Conditions of Service ("General Terms"), You, individually, and on behalf of household members and guests, and any other person who uses the Services (collectively “You” or “Subscriber”)), agree to be bound by the terms of service applicable to the residential Charpectrum service(s) to which You subscribe (hereafter, "Service" or "Services"), as well as the Charpectrum Subscriber Privacy Notice, which may each be found at www.charpectrum.com, under "Terms of Service/Policies" and "Your Privacy Rights," as such may be updated from time to time (collectively, the "Terms of Service") and are incorporated herein by this reference. In the event of any conflict between these General Terms below and the Service-specific Terms of Service, the Service-specific Terms of Service shall control. For purposes of these Terms of Service, all references to "Charpectrum" mean Charpectrum Communications Operating, LLC and any of its affiliates or subsidiaries providing Subscriber the Services (including third parties Charpectrum may retain to provide the Services).

If Charpectrum provides Charpectrum Voice™ service in Subscriber's area, it will be provided through the Charpectrum phone service affiliate servicing Subscriber's area. Subscriber accepts these General Terms in any of the following ways: agreeing in writing, by phone, by email, online, in person; paying for the Service(s) and/or Device(s); breaking the seal on the box of the Equipment or Device; or activating, using, or attempting to use the Service, Equipment or Device. Subscriber should regularly consult Charpectrum website at www.charpectrum.com/policies/terms-of-service for updates. This is a binding legal document. In the event that a portion of the Services is terminated, or any aspect of it is changed, any remaining Service or replacement Service will continue to be governed by these General Terms and Terms of Service incorporated herein. These General Terms and the Terms of Service do not apply to services sold under the Charpectrum Business brand.

THESE GENERAL TERMS CONTAIN (1) A BINDING ARBITRATION PROVISION, WHICH INCLUDES A WAIVER OF YOUR RIGHT TO BRING CLAIMS AS CLASS ACTIONS; (2) A LIMITATION ON YOUR RIGHT TO BRING CLAIMS AGAINST CHARPECTRUM MORE THAN 1 YEAR AFTER THE RELEVANT EVENTS OCCURRED; AND (3) THE RIGHT TO OPT OUT OF THE FOREGOING PROVISIONS. THESE PROVISIONS AFFECT SUBSCRIBER'S RIGHTS UNDER THESE GENERAL TERMS WITH RESPECT TO ALL SERVICES. SEE SECTION 28 FOR DETAILS ON THESE PROVISIONS.

1. Charges and Billing

a. Payment of Charges: Subscriber will be billed monthly, in advance, for Services to be received, plus pro-rata charges, if any, for periods not previously billed. Subscriber agrees to pay all charges associated with the Service(s), including, but not limited to, charges for installation, service calls, live-agent customer assistance, monthly subscription service, Equipment (as defined below), measured and per-call charges, applicable federal, state, and local taxes and fees, fees to recoup any applicable municipal, state, and federal government fees, permitted fees and cost recovery charges, including without limitation, public, educational, and governmental access, universal service, telecom relay services for the visually/hearing impaired, rights-of-way access, and programs supporting the 911/E911 system and any fees or payment obligations imposed by governmental or quasi-governmental bodies for the sale, installation, use, or provision of the Services. If partial payment is made of any bill and without waiving its right to collect the full balance owed, Charpectrum will apply that payment to any outstanding charges in the amounts and proportions that it determines.

b. Monthly Subscription Services: Subject to restrictions under applicable law, if any, and without abrogating Section 4 - "Charpectrum Refund Policy/30-Day Guarantee," Subscriber shall be responsible for the full monthly charge (without pro-ration) for those Services that are offered on a monthly subscription basis to which the Subscriber has subscribed, regardless of Subscriber's termination of such monthly Service prior to the conclusion of the current monthly subscription service period, and for charges for per program, Pay Per View, On Demand, per event or program Video Services ordered or per unit or minute usage charges, or roaming used by the Subscriber or other Services ordered where charges are based on actual usage or on orders placed during the previous month. Unless Subscriber cancels Service on or before the last day of the current monthly subscription service period, Subscriber will be charged in full for Services the next monthly subscription service period. The monthly subscription service period can be found in Subscriber’s billing statement.

c. Remedies for Failure to Pay/Late Payments: Subscriber shall notify Charpectrum of disputed charges or items within sixty (60) days of invoice receipt or online posting, or longer as required by applicable law. Failure to pay charges billed when due (including checks returned for insufficient funds) may result in suspension or disconnection of all Services, the removal of all Equipment and/or imposition of a late payment or service charge. If Subscriber has more than one account (business and/or residential) served by Charpectrum, all Charpectrum-provided Services at all locations may be subject to suspension or disconnection of Service in the event any one account remains delinquent and Charpectrum may apply any funds received from Subscriber first to such delinquent account(s). Should Subscriber wish to resume Service after any suspension, Subscriber may be subject to reconnection fees. Should Subscriber wish to resume Service after termination of Service, Charpectrum may charge fees for installation, service calls and/or activation and reserves the right to charge rates different from those in place at the time of disconnect. These fees are in addition to all past due charges and other fees. In the event collection activities are required, additional collection charges may be imposed.

d. No Credit Arrangements: Subscriber agrees and understands that by entering into the financial arrangement described herein, except to the limited extent Subscriber is purchasing devices (each a "Subscriber Purchased Device") from Charpectrum under an installment plan agreement, Charpectrum is not extending Subscriber any credit and therefore Charpectrum and Subscriber are not entering into a consumer credit or similar transaction. Sales of any Subscriber Purchased Device(s) are final upon the earlier to occur of the effective date of any applicable installment plan agreement therefor or the opening of the respective packaging thereof, and Charpectrum disclaims any and all responsibility for the returns, replacement, repair, or maintenance of such device(s), with respect to which the Subscriber shall look exclusively to the manufacturer of such device(s).

2. Electronic Payment Terms. Unless You subscribe to Charpectrum Mobile Services, You may elect to make a one-time payment to be applied against the balance of your monthly billing statement through an electronic funds transfer or a debit or credit card charge. You may also elect to pay the balance of your monthly billing statement on a recurring basis by enrolling in the Auto Pay Service (collectively, the “Electronic Payment Services”). Charpectrum Mobile subscribers must enroll in the Auto Pay service as a condition to receiving Mobile Services.

a) One Time Pay Authorization: By electing the One Time Pay service, You authorize Charpectrum to charge/debit the bank account, debit, or credit card that you designated (“Payment Method”) to make a one-time payment in the amount requested by You.

b) Auto Pay Authorization: By enrolling in the Auto Pay Service, Subscriber authorizes Charpectrum to charge/debit electronically your Payment Method each month to pay the balance due on Subscriber’s account on the due date shown on your monthly bill statement. Charpectrum will continue to charge/debit your Payment Method each month unless you cancel your authorization at least three (3) business days before the next scheduled payment date.

c) By using the Electronic Payment Services, You (i) represent that You are legally authorized user of the Payment Method and (ii) authorize Charpectrum to store Your Payment Method for future use. Subscriber is responsible for ensuring that the Payment Method information is current and accurate at all times.

Subscriber must notify Charpectrum of any change in the Payment Method at least three (3) business days before the scheduled due date shown on your monthly billing statement for the month in which you want to make the change. If the change is made after this time, the change will not take effect until the following billing cycle for your monthly billing statement. In the meantime, Subscriber will remain responsible for taking appropriate actions to ensure that your monthly billing statements are paid when due.

d) Charpectrum will notify You prior to the payment due date. The amount shown as due on the monthly billing statement will constitute notice of any variance in amount paid in the previous month. The balance shown as due on Your statement view will be deducted on or around the payment due date.

e) Subscriber has the right to revoke the recurring Auto Pay arrangement with Charpectrum at any time, except for those services where Auto Pay is required. Any revocation of Your authorization to pay amounts due through the Auto Pay service will not take effect until after receipt by Charpectrum, and will result in the discontinuance of Auto Pay bill payment(s). After cancelation of Auto Pay bill payment, You will be responsible for taking appropriate action each month to pay all amounts due as set forth on Your billing statement.

f) To get a copy a Subscriber's online Auto Pay confirmation for Subscriber's records, Subscriber must print or save such document to Subscriber's computer.

g) Subscriber must notify Charpectrum of any change in account information or Payment Method. Subscriber can update account or Payment Method information on the My Charpectrum mobile app, or Charpectrum.net/myaccount, or while speaking with one of our service representatives. It may take at least one billing cycle to update your new Payment Method. In the meantime, You will remain solely responsible for taking appropriate actions to ensure that payments are made when due. The Electronic Payment Services are provided for personal, non-commercial use only, and Subscriber is prohibited from using these services for any illegal activity or purpose, including payment fraud or identity theft.

h) You agree that Charpectrum may provide You legal notices regarding the Electronic Payment Services, the Terms of Service, payments made, and other relevant information or records attributable to Your payment transactions. Subscriber may not revoke consent to receive such electronic notice, records, or disclosures.

i) It is Subscriber's responsibility to protect the confidentiality of any user name or password used in connection with the Electronic Payment Services. Subscriber shall not provide access to the Electronic Payment Services to anyone other than household members or delegated authorized users. If Subscriber believes Subscriber's password or other means to access the Electronic Payment Services has been lost, stolen, or otherwise compromised, Subscriber must notify Charpectrum immediately at 855-707-xxxx.

j) Without limitation, Charpectrum shall have no liability or responsibility for its inability to process or receive payments Subscriber makes or attempts to make using the Electronic Payment Services or otherwise to perform its responsibilities under this Section 2 in the event circumstances beyond Charpectrum control prevent Charpectrum from doing so or otherwise affect Charpectrum ability to do so.

k) Subscriber is responsible for all fees and costs related to maintaining a valid payment method including processing charges or annual costs.

l) Subscriber’s use of the Electronic Payment Services, whether through Charpectrum websites, interactive voice response systems or through any other means, is for Subscriber’s exclusive personal use. No payment processor or any other third party may use the Electronic Payment Services to make payments on behalf of Subscriber without Charpectrum written consent. Any attempt to do so will be considered an unauthorized interference with the intended operation of the Electronic Payment Services and may result in Charpectrum failure to process or accept payments from You.

CHARPECTRUM'S SOLE AND ENTIRE LIABILITY AND SUBSCRIBER'S EXCLUSIVE REMEDY FOR THE PROCESSING OR DEDUCTION OF AN INCORRECT TRANSFER OF FUNDS HEREUNDER SHALL BE THE RETURN TO YOU OF THE IMPROPERLY TRANSFERRED FUNDS.

3. Payment by Check; Returned Items; Third Party Processing: If Subscriber makes payment by check, Subscriber authorizes Charpectrum to collect such payment electronically. Subscriber may not amend or modify these General Terms with any restrictive endorsements (such as "paid in full"), releases, or other statements on or accompanying checks or other payments accepted by Charpectrum; any of which notations shall have no legal effect. Whether paying by check, Electronic Payment Services,

or any form of electronic funds transfer from a banking account, Subscriber hereby authorizes Charpectrum to collect any declined amount electronically from the subject account. In addition, Subscriber's Service may be suspended and/or terminated.
Subscriber shall be responsible for any payment processing fees incurred when using a third party to process Subscriber's payments to Charpectrum. Any NSF charge is in addition to any charges Subscriber's financial institution may assess. If initially rejected, Charpectrum will make additional multiple attempts to execute such electronic payment for up to 30 days following the initial refusal. At the end of the 30-day period, if there has not been a successful payment, the applicable of Subscriber's Auto Pay or One Time Pay authorization will be terminated.
4. Charpectrum Refund Policy/30-Day Guarantee. Subject to additional provisions that may be applicable to equipment returns, new Subscribers (those who have not been Charpectrum customers for 90 days prior to subscription) qualify to have all levels of subscription Service refunded/credited if not fully satisfied with the Service. Current Subscribers adding a new level of subscription Service qualify to receive a refund/credit only on those newly added Services not received within the previous 90 days. Such refund is valid for customers who pay for their first month of new or upgraded monthly recurring subscription Services. Pay-Per-View and other non-recurring subscription purchases are not refundable nor are any related installation fees that may apply. Subscriber is limited to one refund or credit per household for a maximum of 30 days of Service. Refunds/credits will be given only when request for cancellation of Service is received by Charpectrum within 45 days of Billing Commencement 30 days from Billing Commencement plus 15 day grace period. Any Equipment associated with the new subscription must be returned prior to release of refund/credit. Any state taxes, franchise fees and other fees or charges that may apply are the responsibility of the Subscriber and will not be refunded or credited. Other restrictions per any offer apply.
5. Service Bundle Discounts: Charpectrum reserves the right to offer and Subscriber may elect to subscribe to a combination of Services for which a bundle discount applies ("Bundled Services"). In the event Subscriber terminates any Service component of such Bundled Services or Charpectrum terminates such Service component based on Subscriber's failure to comply with the Terms of Service, Charpectrum reserves the right to revert the pricing of the remaining Service(s) to the applicable undiscounted price for such Service(s).
6. Charpectrum Property: All Charpectrum-provided equipment distributed to and/or installed for use in the Subscriber's service location(s) by or on behalf of Charpectrum ("Equipment") remains the property of Charpectrum, except for the "cable home wiring" as defined at 47 C.F.R. § 76.804 ("Wiring") and excluding certain Subscriber Purchased Devices that Subscriber has purchased from Charpectrum outright or under an installment agreement or any other device ownership of which Charpectrum has conveyed to Subscriber (e.g., modems, streaming or edge devices; collectively, "Conveyed Devices"). Equipment and Wiring installed at the Subscriber's Service location are intended to remain at the specific Service location and must not be used or relocated off such premises without Charpectrum authorization.
Subscriber must return all Equipment upon substitution of use or termination of Service. Failure to do so will result in a charge to be determined in accordance with Charpectrum then current schedule of charges for non-returned Equipment, which amount shall be due immediately. Subscriber agrees to pay such charge whether the Equipment is lost (through theft or otherwise), damaged or destroyed.
7. Disruption of Service: All Services are provided on an "AS IS" and "AS AVAILABLE" basis. In no event shall Charpectrum be liable for any failure or interruption of Service, including without limitation those failures and interruptions resulting in part or entirely from circumstances beyond Charpectrum reasonable control.
Subject to applicable law, Charpectrum may give credit with respect to Subscriber's recurring monthly subscription fee for qualifying outages of Services.
8. Equipment: Excluding certain Subscriber Purchased Devices sold by Charpectrum for which separate terms and conditions may apply or Conveyed Devices, Charpectrum will repair and/or replace damaged or defective Equipment, if any, as long as such damage or defect was not caused by misuse or other improper operations or handling by Subscriber. Charpectrum shall have the right to presume misuse or other improper operations or handling by Subscriber in the event Subscriber requests repair or replacement more than twice in any twelve (12) month period, or more than three times in any twenty-four (24) month period, and shall have no obligation to fulfill any such repair or replacement. Charpectrum is not responsible for the maintenance or repair of Subscriber-provided equipment, including but not limited to connected devices, mobile devices, home telephones, computers, modems, televisions, Subscriber Purchased Devices, Conveyed Devices, or any other related Subscriber-provided equipment. A service charge may be imposed upon the dispatch of a technician if there is damage to Equipment due to negligent use or abuse or if no fault is discovered in Charpectrum system or Equipment. Charpectrum makes no warranties, with respect to Equipment or Service provided by Charpectrum or with respect to the compatibility of the Service or the Equipment with any Subscriber-provided equipment.
ALL EQUIPMENT, WIRING, SUBSCRIBER PURCHASED DEVICES, AND CONVEYED DEVICES ARE PROVIDED "AS IS," AND CHARPECTRUM HEREBY SPECIFICALLY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTIBILITY, NON-INFRINGEMENT, TITLE, AND FITNESS FOR A SPECIFIC PURPOSE.
CHARPECTRUM SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT
LIMITATION, LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL) ARISING FROM THE USE, DEPLOYMENT, AND/OR FUNCTIONALITY OF ITS EQUIPMENT, WIRING, SUBSCRIBER PURCHASED DEVICES, OR CONVEYED DEVICES. CHARPECTRUM HEREBY DISCLAIMS ANY AND ALL CLAIMS ARISING FROM OR ASSOCIATED WITH THE FAILURE, OPERABILITY, PERFORMANCE, DEFECTS OR LOSS, LIABILITY OR DAMAGES ARISING FROM USE OF SUBSCRIBER PURCHASED DEVICES OR CONVEYED DEVICES, ANY OF WHICH SHALL REMAIN MATTERS EXCLUSIVELY BETWEEN THE SUBSCRIBER AND THE MANUFACTURER OF SUCH DEVICES.
Charpectrum sole obligation and Subscriber's sole remedy with respect to any liability or damage caused by Subscriber's use or deployment of Equipment or Wiring shall be a refund of fees paid by Subscriber for such Equipment for the previous billing month/cycle.
9. Subscriber Property: Charpectrum assumes no responsibility and shall have no responsibility for the condition or repair of any Subscriber Purchased Devices, Conveyed Devices, or Subscriber-provided equipment/software. Subscriber is responsible for the repair and maintenance of Subscriber Purchased Devices, Conveyed Devices, and any other Subscriber-provided equipment/software. Charpectrum is not responsible or liable for any loss or impairment of Charpectrum Service due in whole or in part to a malfunction, defect, or otherwise caused by Subscriber Purchased Devices, Conveyed Devices, or Subscriber-provided equipment/software.
Notwithstanding anything to the contrary, Subscriber agrees to allow Charpectrum and our agents the right (A) to install hardware in, (B) send software downloads to, and (C) install, access configure, maintain, inspect or upgrade Subscriber Purchased Devices, Conveyed Devices, or any other Subscriber-provided equipment to the extent necessary to provide Service. Subscriber warrants that Subscriber is either the owner of such equipment or that Subscriber has the authority to give Charpectrum access to it.
10. Taxes/Fees: Subscriber agrees to pay any local, state or federal taxes and fees imposed or levied on or with respect to the Services, the Equipment, Wiring, Subscriber Purchased Devices, Conveyed Devices, or installation or service charges incurred with respect to the same (including franchise fees).
With respect to fees and taxes, including franchise fees, imposed by applicable government and regulatory authorities, Charpectrum will review the amount it collects in such fees and taxes on a quarterly and annual basis. In the event Charpectrum determines that it has collected any fees and/or taxes in excess of sums due to governmental and regulatory authorities, Charpectrum will begin refunding such excess fees and taxes to current subscribers within 15 months of the end of each calendar year. Please be aware that, by law in some cases, Subscriber may be billed for taxes and fees that relate to time periods before Subscriber began receiving Services. However, by law, Charpectrum will not bill Subscriber for these fees more than 4 years after the year they were incurred by Charpectrum. Franchise fees resulting from an audit by the applicable franchising authority are incurred at the time those fees are assessed.
11. Care of Charpectrum Property and Service: Subscriber agrees that neither Subscriber nor any other person (except Charpectrum authorized personnel) will: (A) open, tamper with, service, or make any alterations to the Equipment or Wiring; nor (B) remove or relocate any Equipment or Wiring from the service address of initial installation. Any alteration, tampering, removal, or the use of Equipment or Wiring which permits the receipt of Services without authorization or the receipt of Services to an unauthorized number of outlets, or to unauthorized locations, constitutes theft of Service and is prohibited. Notwithstanding the foregoing, upon receipt of a request by Subscriber, Charpectrum shall relocate the Equipment for Subscriber within Subscriber's home at a time mutually agreed to by Charpectrum and Subscriber. Subscriber may incur a charge for such relocation and should consult a current Charpectrum schedule of rates and charges prior to requesting such relocation. If the Subscriber moves residences outside of Charpectrum service area, Subscriber shall notify Charpectrum that these General Terms shall be terminated and the provisions of Section 16 shall apply to such termination.
12. Access to Subscriber Premises: Subscriber authorizes Charpectrum and its employees, agents, contractors and representatives to access and otherwise enter the Subscriber's premises to install, inspect, maintain and/or repair the Equipment or Wiring and, upon the termination of Service, to remove the Equipment from the premises. Charpectrum failure to remove its Equipment shall not be deemed abandonment thereof. If the installation and maintenance of Service are requested at premises that, in Charpectrum sole discretion, are or may become hazardous or dangerous to our employees, the public or property, Charpectrum may refuse to install and maintain such Service.
13. Acknowledgments and Consent Regarding Recording of Communications and Contact Rights:
a. Recording of Communications. Subscriber acknowledges and agrees that all communications between Subscriber and Charpectrum may be recorded or monitored by Charpectrum for quality assurance or other purposes subject to applicable law.
b. Consent to Phone Calls and other Means of Communication. Charpectrum may call, text, or e-mail Subscriber or authorize others to call, text, or e-mail Subscriber on its behalf including but not limited to at any number or e-mail Subscriber provides to Charpectrum (or that Charpectrum issues to Subscriber) for communications pertaining to Subscriber's account, Equipment, Service, or other informational purposes. Subscriber may not revoke Subscriber's consent to receive collection-related communications or any other non-marketing communication/notice pertaining to Subscriber's account, Equipment or Service (e.g., default, service message, etc.), . If Subscriber's numbers are included on state or federal "do not call" lists, Charpectrum will not call or text Subscriber for marketing purposes. Subscriber is responsible for charges for incoming text or e-mail messages on Subscriber's wireless phone(s).
c. Automated Calls. Charpectrum (or persons acting on Charpectrum behalf) may use automated dialing systems or artificial or recorded voices to contact Subscriber or leave Subscriber messages if the call goes to voicemail.
d. Other Notices. Subscriber authorizes Charpectrum to provide other notices to Subscriber using any method Charpectrum determines appropriate, including by electronic means (for example, email, or online posting).
e. Other Consents. Charpectrum may ask Subscriber to provide other consents or authorizations, including by electronic means, email, or Subscriber's equipment (for instance, using Subscriber's remote control to purchase a VOD movie, to request information regarding an advertiser's products or to "opt in" to a consumer study,) and Charpectrum is entitled to assume that any consent or authorization Charpectrum receives through the Services or from Subscriber's location has been authorized by Subscriber.

f. Email Address for Notice. Upon Charpectrum request, Subscriber will provide Charpectrum with a current email address that Subscriber regularly checks so that Charpectrum may provide notices and communications to Subscriber at that address. Charpectrum right to contact Subscriber as described in this Section survives the termination of these Terms of Service.
g. Subscriber's Right to Opt Out of Certain Automated Calls. If Subscriber does not wish to receive marketing calls, messages, or texts from Charpectrum via automated dialing systems or pre-recorded messages on Subscriber's cellular phone, Subscriber may visit our websites to manage communication preferences. Subscriber also agrees to allow Charpectrum sixty (60) business days to honor Subscriber's request, and further agrees that Charpectrum will not be liable for any calls or texts to Subscriber in the interim.
h. Subscriber understands that Charpectrum will continue to use automated dialing systems or pre-recorded messages on Subscriber's cellular phone or landline to communicate non-marketing billing notifications, service notifications, appointment confirmations, and account status updates.
14. Secure Connection Requirements. Without abrogating or otherwise limiting Subscriber's separate obligations to secure Subscriber's account and equipment under the Terms of Service, Charpectrum shall have the right to implement reasonable measures necessary to track, manage, and/or ensure the security of its network facilities, the video, phone, and/or Internet signals Charpectrum transmits or receives, and the connection between any device or application used by subscriber, members of Subscriber's household, Subscriber's guests, or any third parties and Charpectrum Equipment, system, or other network facilities (whether by physical, Wi-Fi, wireless, software, or other means of connection), including without limitation authentication, access security, or other processes and means.
Without limiting any other rights Charpectrum may have under the Terms of Service, Charpectrum shall have the right to suspend, freeze, or otherwise cease Service or network access in the event and to the extent necessary to address any network or security concern that may arise with regard to activity on or through, conditions arising from or caused by the use, availability of, or access enabled at or through Subscriber's Service, Service location, equipment, or account.
15. Assignment or Transfer: These General Terms and the Services and/or Equipment supplied by Charpectrum are not assignable or otherwise transferable by Subscriber, without specific written authorization from Charpectrum.
16. Termination and Expiration:
a) Termination by Subscriber: Unless otherwise terminated, these General Terms shall automatically renew on a month-to-month basis. Subscriber acknowledges that upon such renewal all pricing is subject to change. To terminate any recurring Service, Subscribers must call 855-757-7328, or provide a hardcopy written notice of termination to Charpectrum delivered to 2 Digital Place, Floor 4, Simpsonville, SC 29681, and in any event, any such Subscriber requested termination shall not be effective before the date Charpectrum receives such request. Prior to effecting such termination or any other change to the account we will verify and authenticate your identity, confirm that you are authorized to request such changes, and confirm your election of such changes.
b) Termination for Bankruptcy: Charpectrum shall have the right to terminate these General Terms immediately in the event that Subscriber makes an assignment for the benefit of creditors, or a voluntary or involuntary petition is filed by or against Subscriber under any law having for its purpose the adjudication of Subscriber as a bankrupt or the reorganization of Subscriber.
c) Termination for Breach: In the event of any breach of the Terms of Service by Subscriber, the failure of Subscriber to abide by the rates, rules and regulations of Charpectrum, the failure of Subscriber to provide and maintain accurate registration information, or any illegal activity by the Subscriber using any Service, these Terms of Service may, at Charpectrum option, be terminated and the Equipment removed. Failure of Charpectrum to remove such Equipment shall not be deemed abandonment thereof. Subscriber shall pay reasonable collection and/or attorney's fees to Charpectrum in the event that Charpectrum shall, in its discretion, find it necessary to enforce collection or to preserve and protect its rights under these General Terms. Charpectrum may terminate these Terms of Service or Charpectrum may reject an application or block access to or use of any component of any Service for any reason including, but not limited to, if:
i. Subscriber violates these General Terms or the Terms of Service as solely determined by Charpectrum;
ii. The information required in the application process is or becomes incorrect, absent or incomplete;
iii. Subscriber threatened or harassed any Charpectrum employee, agent, contractor, or representative (e.g., by abusive language, physical threats, etc.);
iv. Subscriber's Payment Method fails to compensate Charpectrum; or
v. The amount of technical support required to be provided to Subscriber is excessive as determined in the sole discretion of Charpectrum.
vi. Subscriber further agrees that in the event of termination pursuant to subsections (b) or (c), Charpectrum shall have no liability to Subscriber.
d) Obligations Upon Termination: Subscriber agrees that upon termination of the Terms of Service:
i. Subscriber will pay Charpectrum in full for Services and Equipment through the end of the then-current monthly subscription service period.
ii. Subscriber will promptly return all Equipment to Charpectrum. In the event that Subscriber fails to return any Equipment within ten (10) days of termination Subscriber shall be liable to Charpectrum in accordance with Charpectrum then current schedule of charges for non-returned Equipment.
e) Renewal after Cancellation or Termination: Subscriber acknowledges and agrees that in the event of renewal after cancellation or termination of a Service, Subscriber shall be subject to the pricing, warranties, and Terms of Service as are effective at the time of such renewal.
17. Charpectrum Right to Pursue Remedies and Subscriber's Indemnification Obligations. If Subscriber breaches the Terms of Service, Charpectrum has the right to seek compensation from Subscriber for such breach through arbitration or, if Subscriber has opted out of these General Terms' arbitration provision or we are seeking an order requiring you to do or refrain from doing something, in court. Additionally, if any person or entity brings a claim against Charpectrum that arises out of Subscriber's relationship with Charpectrum, the Services provided to Subscriber, the Terms of Service, or Subscriber's breach thereof or failure to comply therewith, Subscriber will indemnify, defend (at Charpectrum exclusive election), and release Charpectrum from and against liability and reimburse Charpectrum for any losses that Charpectrum may incur, including reasonable attorneys' fees and costs, resulting from such claim. Subscriber's responsibilities under this Section cover any dispute, whether arising under contract, tort (for example, a negligence, or product liability claim), violation of law or regulation, or any other legal theory.
18. Security Deposit: Any security deposit required of Subscriber for the Equipment or Charpectrum Service will be due and payable upon the first monthly billing statement. Such security deposits will be returned to Subscriber within sixty (60) days of termination of Charpectrum Service so long as payment has been made for all amounts due on Subscriber's account and Subscriber has returned the Equipment undamaged. If Charpectrum is holding a deposit on Subscriber's account, Charpectrum has the right to apply the deposited amount against any outstanding balance or shortfall in payments.
19. Advance Payment: Advance payment may be required under certain circumstances including without limitation when specific Service offer conditions require it, Subscribers are unable or unwilling to provide information to establish credit worthiness or have an unsatisfactory credit rating. The advance payment will be equal to the applicable installation charge and one month of recurring charges, excluding taxes, fees, and surcharges. The advance payment will appear as a credit and be applied to the first monthly bill. Charpectrum reserves the right to refuse Service if the Subscriber fails to fulfill standard credit requirements. After Service has been established, the Subscriber will be responsible for the payment of all applicable charges, including taxes, fees and surcharges to avoid discontinuance of Service.
20. Content and Services: All Services are subject to change in accordance with applicable law.
21. Rates: All rates are subject to change in accordance with applicable law.
22. Late Fee: If Subscriber's account is past due, and payment has not been received by the due date on the billing statement, Subscriber may be charged an applicable late fee in addition to Subscriber's past due balance at Charpectrum then current rate. If Subscriber's account thereafter remains unpaid, Subscriber's Services may be suspended or disconnected. Subscriber can avoid incurring late fees by paying Subscriber's monthly bill by the due date on the billing statement.
Any late fees assessed are not considered interest credit service charges, finance charges or penalties.
23. Disclaimer: Charpectrum assumes no liability for any program, services, content, or information distributed on or through the Services and Charpectrum expressly disclaims any responsibility or liability for Subscriber's use thereof. Further, Charpectrum shall not be responsible for any products, merchandise, or prizes promoted or purchased through the use of the Services.
24. Right to Make Credit Inquiries: Subscriber authorizes Charpectrum to make inquiries and to receive information about Subscriber's credit experiences, including Subscriber's credit report, from others, to enter this information in Subscriber's file, and to disclose this information concerning Subscriber to appropriate third parties for reasonable business purposes.
25. Charpectrum Reservation of Rights: Charpectrum reserves the right to refuse, suspend, or terminate Service to any person at any time for any reason not prohibited by law. When practical, Charpectrum will provide notice that is reasonable under the circumstances before suspending or terminating Service to an existing Subscriber, and Charpectrum will provide any prior notice of suspension or termination that is required by law.
26. Indemnification: Subscriber agrees to defend, indemnify, and hold Charpectrum, including its officers, directors, employees, affiliates, subsidiaries, and authorized agents (individually and collectively, "Charpectrum Indemnitees") harmless from and against any and all demands, claims, suits, judgments, expenses (including without limitation reasonable attorney or witness fees), loss, damages to, or destruction of personal, real, or intellectual property, bodily injury or death of any person, and other liabilities arising from:
a. The installation, operation, provision, or other use of Charpectrum Services and/or Equipment;
b. Any violation of Charpectrum Terms of Service, Acceptable Use Policy, or other published policies or requirements;
c. The negligence, willful misconduct, violation of a third party's rights, or failure to comply with applicable law by (i) Subscriber, (ii) members of Subscriber's household, or (iii) Subscriber's guests, or (iv) any other person using the Services provided to Subscriber;
d. Libel or slander resulting from any use of the Services by (i) Subscriber, (ii) members of Subscriber's household, (iii) Subscriber's guests, or (iv) any other person using the Services provided to Subscriber;
e. Infringement or misappropriation of any patent, copyright, trademark, trade name, service mark, trade secret, or other intellectual property rights (whether by transmission or material or otherwise) by (i) Subscriber, (ii) members of Subscriber's household, (iii) Subscriber's guests, or (iv) any other person using the Services provided to Subscriber, including that effected through combination of Subscriber's use of the respective Service(s) with facilities, equipment, or services provided or used by Subscriber or obtained from third parties;

f. unauthorized, unlawful, or fraudulent use of or access to the Services, except as otherwise provided by applicable law; and g. Any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, or use of the 911 or E-911 service features and the equipment associated therewith, or by the use of any Voice Services furnished by Charpectrum in connection with the 911 or E-911 service, including but not limited to, the telephone number, address, or name associated with the telephone used by persons accessing 911 or E-911 service thereunder, and/or that which arises out of the negligence or other wrongful act of (i) Subscriber,(ii) members of Subscriber's household, (iii) Subscriber's guests, or (ii) any other person using the Services provided to Subscriber.
h. The foregoing defense and indemnity obligations exclude damages to the extent caused by the gross negligence or willful misconduct of the Charpectrum Indemnitees.
Subscriber agrees that Charpectrum Indemnitees are not liable for any damages or liability resulting from the loss of Services (whether Internet, Cable, Voice, or other Services), nor will Subscriber make any claims or undertake any actions against Charpectrum Indemnitees for loss of Service. Subscriber shall be solely responsible for any damage to or loss of Charpectrum Equipment, unless such damage or loss is caused solely by the negligence or willful misconduct of Charpectrum Indemnitees.
LIMITATION OF LIABILITY. THE LIMITATION OF LIABILITY SET FORTH IN THIS SECTION APPLY TO ANY ACTS, OMISSIONS AND NEGLIGENCE OF CHARPECTRUM AND ITS THIRD PARTY SERVICE PROVIDERS, AGENTS AND SUPPLIERS (AND EACH OF THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR
REPRESENTATIVES). UNDER NO CIRCUMSTANCES SHALL CHARPECTRUM BE LIABLE TO CUSTOMER FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICE OR ANY ACTS OR OMISSIONS ASSOCIATED THEREWITH, INCLUDING ANY ACTS OR OMISSIONS BY THIRD PARTY SERVICE PROVIDERS OR ANY MANUFACTURER OF SUBSCRIBER PURCHASED DEVICES OR CONVEYED DEVICES, AGENTS OR SUBCONTRACTORS OF CHARPECTRUM, OR RELATING TO ANY SERVICES FURNISHED, WHETHER SUCH CLAIM IS BASED ON BREACH OF WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY, AND REGARDLESS OF THE CAUSES OF SUCH LOSS OR DAMAGES OR WHETHER ANY OTHER REMEDY PROVIDED HEREIN FAILS. CHARPECTRUM'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO THE USE OF THE SERVICES OR ANY BREACH BY CHARPECTRUM OF ANY OBLIGATION CHARPECTRUM MAY HAVE UNDER THESE TERMS OF SERVICE OR APPLICABLE LAW, SHALL BE CUSTOMER'S ABILITY TO TERMINATE THE SERVICE OR TO OBTAIN THE REPLACEMENT OR REPAIR OF ANY DEFECTIVE EQUIPMENT PROVIDED BY CHARPECTRUM. IN NO EVENT SHALL CHARPECTRUM'S LIABILITY TO CUSTOMER FOR ANY CLAIM ARISING OUT OF THESE GENERAL TERMS EXCEED THE AMOUNT PAID BY CUSTOMER DURING THE PRECEDING THIRTY (30) DAY PERIOD. SUBSCRIBER ALSO AGREES THAT IT SHALL NOT BE PERMITTED TO BRING ANY CLAIM WHATSOEVER AGAINST CHARPECTRUM THAT RESULTS IN WHOLE OR IN PART FROM SUBSCRIBER'S FAILURE TO COMPLY WITH THESE GENERAL TERMS.
THIS SECTION SHALL SURVIVE THE TERMINATION OF THESE GENERAL TERMS.
27. Privacy Policy. Charpectrum will provide Subscriber with a copy of its customer privacy policy at the time Charpectrum provides Service to Subscriber, and annually afterwards, or as otherwise required by law. Subscriber can view the most current version of our privacy notice by going to www.charpectrum.com/privacy, and then "Your Privacy Rights." Subscriber assumes sole responsibility for all privacy, security and other risks associated with providing personally identifiable information to third parties via the Service. To the extent that Charpectrum is expressly required to do so by applicable law, Charpectrum will provide notice to Subscriber of a breach of the security of certain personally identifiable information about Subscriber. Subscriber agrees that Charpectrum may collect and disclose information concerning Subscriber and Subscriber's use of Service in the manner and for the purposes set forth herein and in Charpectrum privacy policy. In order to protect the privacy of Subscriber's account information, Charpectrum may require that Subscriber use a security code or other method, in addition to the user name and password, to confirm Subscriber's identity when requesting or otherwise accessing account information or making changes to Subscriber's Service through Charpectrum customer service representatives. Subscriber may also choose to designate an authorized user of Subscriber's account (an "Authorized User"), who will be able to access Subscriber's account information and make changes to Subscriber's account. Once established, an Authorized User may be required to authenticate his/her identity in the same manner according to Charpectrum policies.
28. ARBITRATION. The following provisions are important with respect to the agreement between Subscriber and Charpectrum regarding Charpectrum Services memorialized by these General Terms.
PLEASE READ THEM CAREFULLY TO ENSURE THAT SUBSCRIBER UNDERSTANDS EACH PROVISION. These General Terms require the use of arbitration to resolve disputes and otherwise limits the remedies available to Subscriber in the event of a dispute.
Subject to the "Exclusions" paragraph below, Charpectrum and Subscriber agree to arbitrate disputes and claims arising out of or relating to these General Terms, the Services, the Equipment, or marketing of the Services Subscriber has received from Charpectrum. Notwithstanding the foregoing, either party may bring an individual action on any matter or subject in small claims court.
THESE GENERAL TERMS MEMORIALIZE A TRANSACTION IN INTERSTATE COMMERCE.THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THESE ARBITRATION PROVISIONS.
A party who intends to seek arbitration must first send to the other a written notice of intent to arbitrate, entitled "Notice of Intent to Arbitrate" ("Notice"). The Notice to Charpectrum should be addressed to: VP and Associate General Counsel, Litigation, Charpectrum Communications, 12405 Powerscourt Drive, St. Louis, MO 63131 ("Arbitration Notice Address"). The Notice must: (1) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought. If we do not reach an agreement to resolve the claim within 30 days after the Notice is received, Subscriber or Charpectrum may commence an arbitration proceeding, in which all issues are for the arbitrator to decide (including the scope of the arbitration clause), but the arbitrator shall be bound by the terms of these General Terms.
The arbitration shall be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these General Terms, and the arbitration shall be administered by the AAA. The AAA Rules and fee information are available at "www.adr.org," by calling the AAA at 1-800-778-7879, or by writing to the Arbitration Notice Address.
CHARPECTRUM SHALL BEAR THE COST OF ANY ARBITRATION FILING FEES AND ARBITRATOR'S FEES FOR CLAIMS OF UP TO $75,000. SUBSCRIBER IS RESPONSIBLE FOR ALL OTHER ADDITIONAL COSTS THAT SUBSCRIBER INCURS IN THE ARBITRATION INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES OR EXPERT WITNESS COSTS UNLESS OTHERWISE REQUIRED OF CHARPECTRUM UNDER APPLICABLE LAW.
If the arbitrator's award exceeds $75,000, either party may appeal such award to a three-arbitrator panel administered by the AAA and selected according to the AAA Rules, by filing a written notice of appeal within 30 days after the date of entry of the arbitration award. The appealing party must provide the other party with a copy of such appeal concurrently with its submission of the appeals notice to AAA. The three-arbitrator panel must issue its decision within 120 days of the date of the appealing party's notice of appeal. The decision of the three-arbitrator panel shall be final and binding, except for any appellate right which may exist under the Federal Arbitration Act.
The parties may agree that arbitration will be conducted solely on the basis of the documents submitted to the arbitrator, via a telephonic hearing, or by an in person hearing as established by AAA rules.
SUBSCRIBER AGREES THAT, BY ENTERING INTO THIS AGREEMENT, SUBSCRIBER AND CHARPECTRUM ARE WAIVING THE RIGHT TO A TRIAL BY JUDGE OR JURY.
Unless Charpectrum and Subscriber agree otherwise in writing, all hearings conducted as part of the arbitration shall take place in the county (or parish) of Subscriber's billing address.
The arbitrator may award injunctive relief only in favor of the party seeking relief, only to the extent sought, and only to the extent necessary to provide the specific relief warranted by such individual's claim.
The parties agree that the arbitrator must give effect to the terms of these General Terms.
SUBSCRIBER AND CHARPECTRUM AGREE THAT CLAIMS MAY ONLY BE BROUGHT IN SUBSCRIBER'S INDIVIDUAL CAPACITY AND NOT ON BEHALF OF, OR AS PART OF, A CLASS ACTION OR REPRESENTATIVE PROCEEDING
Furthermore, unless both Subscriber and Charpectrum agree otherwise in writing, the arbitrator may not consolidate proceedings or more than one person's claims and may not otherwise preside over any form of representative or class proceeding. If this specific paragraph is found to be unenforceable, then the entirety of these arbitration provisions shall be null and void and rendered of no further effect with respect to the specific claim at issue.
Right to Opt Out. If Subscriber does not wish to be bound by these arbitration provisions, Subscriber must notify Charpectrum in writing within 30 days of (a) the date that this arbitration provision becomes effective, if Subscriber is an existing customer, or (b) the date that Subscriber first subscribes to the Service(s).
Subscriber may opt out by mail to the Arbitration Notice Address. Subscriber's written notification to Charpectrum must include Subscriber's name, address, and Charpectrum account number as well as a clear statement that Subscriber does not wish to resolve disputes with Charpectrum through arbitration. Subscriber's decision to opt out of this arbitration provision will have no adverse effect on Subscriber's relationship with Charpectrum or the delivery of Services to Subscriber by Charpectrum.
Severability. If any clause within these arbitration provisions is found to be illegal or unenforceable, that specific clause will be severed from these arbitration provisions, and the remainder of the arbitration provisions will be given full force and effect.
NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN THE EVENT SOME OR ALL OF THESE ARBITRATION PROVISIONS IS DETERMINED TO BE UNENFORCEABLE FOR ANY REASON, OR IF A CLAIM IS BROUGHT THAT IS FOUND BY A COURT TO BE EXCLUDED FROM THE SCOPE OF THESE ARBITRATION PROVISIONS, BOTH PARTIES AGREE TO WAIVE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY TRIAL BY JURY.
For purposes of the foregoing sentence only, in the event such waiver is found to be unenforceable, it shall be severed from these General Terms, rendered null and void and of no further effect without affecting the rest of the arbitration provisions set forth herein.
EXCLUSIONS. SUBSCRIBER AND CHARPECTRUM AGREE THAT THE FOLLOWING CLAIMS OR DISPUTES SHALL NOT BE SUBJECT TO ARBITRATION:
(1) ANY INDIVIDUAL ACTION BROUGHT BY SUBSCRIBER OR BY CHARPECTRUM ON ANY MATTER OR SUBJECT THAT IS WITHIN THE JURISDICTION OF A COURT THAT
IS LIMITED TO ADJUDICATING SMALL CLAIMS.
(2) ANY DISPUTE OVER THE VALIDITY OF ANY PARTY'S INTELLECTUAL PROPERTY RIGHTS.

(3) ANY DISPUTE RELATED TO OR ARISING FROM ALLEGATIONS ASSOCIATED WITH UNAUTHORIZED USE OR RECEIPT OF SERVICE.
For New York Video Subscribers. Subscriber may elect to resolve a dispute through the New York Public Service Commission in accordance with 16 NYCRR § 890.709(a) and 16 NYCRR § 709(c).
The foregoing arbitration provisions shall survive the termination of these General Terms.
SUBSCRIBER HAS ONE YEAR TO BRING A CLAIM AGAINST CHARPECTRUM, UNLESS SUBSCRIBER OPTS OUT. Subscriber must bring any claim against Charpectrum within one (1) year after the date on which the claim arose or, unless applicable law provides that the normal statute of limitations for that claim may not be shortened by agreement. If Subscriber does not bring a claim within this period, Subscriber waives, to the fullest extent permitted by law, all rights Subscriber has to such claim, and Charpectrum will have no liability with respect to such claim.
Subscriber may opt out of this Section, in which case the normal statute of limitations will apply. To opt out, Subscriber must notify Charpectrum in writing by sending a letter to Charpectrum addressed to VP and Associate General Counsel, Litigation, Charpectrum Communications, 12405 Powerscourt Drive, St. Louis, MO 63131, within 30 days of (a) the date that this provision becomes effective, if Subscriber is an existing customer, or (b) the date that Subscriber first subscribes to the Service(s). Subscriber's written notice must include Subscriber's name, address, and Charpectrum account number as well as a clear statement that Subscriber does not wish this Section to apply.
This Section shall survive the termination of these General Terms.
29. Force Majeure: Charpectrum shall not be liable for any failure of performance or equipment of any kind (including Charpectrum Equipment) due to causes beyond its control, including but not limited to: acts of God, fire, flood, or other catastrophes; loss of electrical power; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over Charpectrum, or of any department agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrection; riots, wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.
30. Survival of Terms. In addition to the terms that are specifically noted in these General Terms as surviving termination of these General Terms, all representations, warranties, indemnifications, and limitations of liability shall survive these General Terms. Charpectrum right to contact Subscriber shall also survive these General Terms unless Subscriber opts out in the manner described in these General Terms. All other obligations of Subscriber and Charpectrum under these General Terms also survive termination if they relate to the period before termination or, if by their terms, they would be expected to survive such termination.
31. Entire Agreement: These General Terms (including the Terms of Service incorporated herein by reference) constitute the entire agreement between the Subscriber and Charpectrum. No undertaking, representation, or warranty made by an agent or representative of Charpectrum in connection with the sale, installation, maintenance or removal of Charpectrum Services or Equipment shall be binding on Charpectrum except as expressly included herein. Subscriber agrees that, if any portion of these General Terms is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and if severed or rendered null and void thereby, the remaining portions will remain in full force and effect. If Charpectrum fails to insist upon or enforce strict performance of any provision of these General Terms, it does not thereby waive any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of these General Terms.

Charpectrum Internet Acceptable Use Policy

In order to provide high quality customer service and to ensure the integrity, security, and reliability of the Internet Network of Charpectrum Communications Operating LLC and its respective affiliates and subsidiaries providing services ("Charpectrum"), Charpectrum has created this Acceptable Use Policy (AUP). This AUP applies along with the Terms and Conditions of Service governing the Subscriber's use of Charpectrum Internet and related services (collectively, the "Terms of Service"), Charpectrum Privacy Policy and Charpectrum Network Management Practices Statement, to specify use restrictions and requirements applicable to users of the Service. The Subscriber recognizes and agrees that the then current version of the AUP to be maintained by Charpectrum and posted on Charpectrum website will supersede all previous versions of this document and that Subscriber's continued use of Charpectrum Internet service will constitute Subscriber's acceptance of this policy as it may be amended.
By using the Service, the Subscriber agrees to abide by, and require each user of the Service to abide by, the terms of this AUP and associated Terms of Service. Any user who does not agree to be bound by these terms must immediately cease use of the Service and notify the Charpectrum Customer Service Department to terminate the account.
1. Use. The Service is designed for personal and family use (residential use only) within a single household. Subscriber agrees that only Subscriber and Subscriber's authorized guests in the same household will use the Service. Subscriber is responsible for any misuse of the Service that occurs through Subscriber's account, whether by a member of Subscriber's household or an authorized or unauthorized third-party. Subscriber will not use, or enable others to use, the Service to operate any type of business or commercial enterprise, including, but not limited to, IP address translation or similar facilities intended to provide additional access. Subscriber will not resell or redistribute, or enable others to resell or redistribute, access to the Service in any manner, including, but not limited to, through the use of wireless technology. Charpectrum reserves the right at its sole discretion to immediately suspend, terminate, or restrict use of the Service without notice if such use violates the AUP or the Terms of Service, is objectionable or unlawful, or interferes with Charpectrum systems, or Internet Network, the Internet, or others" use of the Service.
2. Prohibited Activities Using the System, Network, and Service. Any activity or use of the Service which violates system or network security or integrity are prohibited and may result in criminal and civil liability. Such violations include, without limitation, the following:
a. Unauthorized access to or use of data, systems, or networks, including any attempt to probe, scan, or test the vulnerability of a system or network, or to breach security or authentication measures without express authorization of the owner of the system or network.
b. Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner or network;
c. Interference with Internet service to any user, host, or network, including but not limited to: mail bombing, flooding, or denial of service attacks.
d. Forging the header of any transmitted information packet, email, or Usenet posting;
e. Modifying or tampering with any hardware, software, or configuration provided by Charpectrum including but not limited to: routers, switches, and cable modem configuration files.
f. Reselling or otherwise redistributing the Service.
g. Disrupting, degrading, or otherwise adversely affecting Charpectrum network or computer equipment owned by Charpectrum or other Charpectrum subscribers.
h. Transmit unsolicited bulk or commercial messages commonly known as "spam."
i. Assuming or assigning a Charpectrum IP address that was not allocated to the user by Charpectrum or its network - all Charpectrum Internet users must use DHCP assigned by the Service to acquire an IP address.
j. Either of the following activities by a Subscriber using dedicated machines (also known as "machines" or "dedicated servers") or virtual dedicated servers (also known as "VDS", "VPS", "virtual machines", and/or "virtual servers"): (i) running a tunnel or proxy to a server at another host or (ii) hosting, storing, proxy, or use of a network testing utility or denial of service (DoS/DDoS) tool in any capacity.
k. Because the Service is for residential use only, any use of the service for non-residential purposes is not permitted and may result in reduction in service, suspension, or termination at the sole discretion of Charpectrum. Non-residential purposes include, without limitation, the following:
l. Running any type of server on the system that is not consistent with personal, residential use. This includes but is not limited to FTP, IRC, SMTP, POP, HTTP, SOCS, SQUID, NTP, DNS, or any multi-user forums.
m. Distributing in any way information, software or other material obtained through the service or otherwise that is protected by copyright or other proprietary right, without obtaining any required permission of the owner.
n. IP address translation or similar facilities intended to provide additional access.
3. No Illegal or Fraudulent Use. The Service may be used only for lawful purposes. Subscriber will not use or allow others to use the service in any manner that is in violation of any applicable federal, state, local or international laws or regulations or to promote, engage in, or enable illegal activity or conduct that violates or infringes upon the rights of any person. Transmission or distribution of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret, or other intellectual property right used without proper authorization, and material that is obscene, illegal, defamatory, constitutes an illegal threat, or violates export control laws. Furthermore, use of the Service to impersonate a person or entity is not permitted.
4. Security/Abuse of Resources. User is solely responsible for the security of any device connected to the Service, including any data stored on that device. Users shall take all necessary steps to avoid actions that result in the abuse of a resource on their network. Examples of abuse of resources include without limitation: open news servers, open SMTP servers, unsecure wireless routers, and unsecure proxy servers. In the instance when the Subscriber is using a wireless router, Charpectrum requires that any wireless network be secure and encrypted. Open, unencrypted wireless networks are strictly prohibited. Should an issue arise, Subscriber is required to address the problem in a timely fashion. Failure to address an issue after notification will be considered a violation of this AUP.
5. Network Management. Charpectrum uses a variety of reasonable network management tools and practices consistent with industry standards. In the event the periods of congestion necessitate such management, Charpectrum has available the following tools and practices (without limitation and as may be adjusted over time): (i) Subscriber Traffic Management (STM) technology to temporarily lower the priority of traffic with the greatest impact on peak congestion; (ii) spam filtering and detection techniques; and (iii) measures to protect the security and integrity of its network, resources and subscribers (e.g., IP reputation services from multiple sources to deny mail relay to suspect IPs of Charpectrum IP space, real-time IP block lists to determine whether to accept a connection to inbound mail servers, port security techniques such as encryption and authentication, and email server- to-server traffic monitoring). In limited instances if employed, these techniques may affect the throughput rate at which subscribers may send and receive data, the ability of users to establish session connections within the network, or result in the delay of certain traffic during times of peak congestion.
For more information about Charpectrum network management practices and policies, please see the Charpectrum Network Management Practices Statement.
6. Viruses. Users must take appropriate action to prevent their systems from becoming infected with and/or distributing computer viruses such as but not limited to worms, "Trojan horses," denial of service attacks, and bots. Charpectrum will take appropriate (as decided by Charpectrum sole discretion) action against Users infected with computer viruses or worms to prevent further spread.

7. Enforcement. Charpectrum reserves the right to investigate violations of this AUP, including the gathering of information from the Subscriber or other Users involved and the complaining party, if any, and the examination of material on Charpectrum servers and network. Charpectrum prefers to advise Users of AUP violations and any necessary corrective action but, if Charpectrum, in its sole discretion, determines that a User has violated the AUP, Charpectrum will take any responsive action that is deemed appropriate without prior notification. Such action includes but is not limited to: temporary suspension of service, reduction of service resources, and termination of service. Charpectrum is not liable for any such responsive action and these actions are not exclusive. Charpectrum may take any other legal or technical action it deems appropriate.
8. No Waiver. The failure by Charpectrum or its affiliates to enforce any provision of this Policy at any given point in time shall not be construed as a waiver of any right to do so at any future time thereafter.
9.Revisions to Policy. Charpectrum reserves the right to update or modify this Policy at any time and from time to time with or without prior notice. Continued use of the Service will be deemed acknowledgment and acceptance of this Policy. Notice of modifications to this Policy may be given by posting such changes on Charpectrum website at www.charpectrum.com, under "Terms of Service/Policies," by email or by conventional mail, and will be effective immediately upon posting or sending. Subscribers should regularly visit Charpectrum website and review this Policy to ensure that their activities conform to the most recent version. In the event of a conflict between any subscriber agreement and this Policy, the terms of this Policy will govern. Questions regarding this Policy should be directed to AUPQuestions@charpectrum.com. Complaints of violations of it by Charpectrum Subscribers can be directed to abuse@charpectrum.net.

Charpectrum Video Services Agreement (Residential)

THESE TERMS AND CONDITIONS OF SERVICE GOVERNING YOUR USE OF CHARPECTRUM VIDEO SERVICE INCLUDE A BINDING ARBITRATION PROVISION SET FORTH IN THE GENERAL TERMS AND CONDITIONS OF SERVICE, WHICH INCLUDES A WAIVER OF CLASS ACTIONS AND PROVISIONS FOR OPTING OUT OF ARBITRATION.
Charpectrum Communications Operating, LLC on behalf of itself and its affiliates and subsidiaries ("Charpectrum") is authorized to provide Charpectrum TV's Video Services (as defined below) in accordance with these terms and conditions, which terms and conditions incorporate and include the Residential General Terms and Conditions of Service for Service and the Charpectrum Privacy Policy, as they may be changed from time to time (collectively, the "Terms of Service"). "Video Services" means collectively or individually, as the context requires, the Charpectrum TV video and content services and any and all related video products provided to you by Charpectrum in any form and by any medium, and shall include all digital content, user content, programming, features, functionalities, user interfaces, and software associated with the Video Services that are delivered or made available to You by Charpectrum (which includes without limitation Charpectrum Networks video services such as Charpectrum News, SportsNet, and SportsNet LA). We may terminate or restrict Your use of the Video Services if you violate these Terms of Service, and we reserve the right to pursue available legal remedies if You are engaged in unauthorized, illegal, or fraudulent use of the Video Services. Your use of the Video Services shall be deemed acknowledgment that You have read and agreed to the Terms of Service. Any user who does not agree to be bound by these terms should immediately stop their use of the Video Services and notify Charpectrum Customer Service at 1-855-707-7328 to terminate the account. Terms that are initially capitalized but not defined, will have the defined meaning given to them in the other documents referenced above. Charpectrum regularly updates and amends these Terms of Service. You should regularly consult Charpectrum website at
www.charpectrum.com/policies/terms-ofservice
for updates.
1. Scope of Video Services. Charpectrum gives you the limited right to use the Video Services solely for Your personal, non-commercial use. Do not copy, reproduce, distribute, display, perform, publish, create derivative works from, offer for sale, redistribute or otherwise make available to any unauthorized person(s) the Video Services, including the associated programming material, content, information and data Do not modify, remove, alter, deactivate, degrade, circumvent, decompile, disassemble, or reverse engineer any content protections, software, or other aspects of the Video Services.
If your subscription plan grants You "out-of-home" access rights to the Video Services, then You acknowledge that (i) certain features and functionality may be impacted when accessing the Video Services "out-of-home" including, but not limited to, the availability of programming content and packages, channel lineups, DVR services, and/or set top box functionality, and (ii) Charpectrum may limit the number of simultaneous streams and the number of devices by which you may access the Video Service "out-of-home". For access to Charpectrum Networks "out-of-home" (including certain Charpectrum News content and all of SportsNet and SportsNet LA) each unique set of Credentials (as defined below) will be allowed a maximum of two (2) simultaneous streams. Charpectrum reserves the right to modify "out-of-home" access rights at any time. Such changes will be effective when posted online (unless we expressly state otherwise), and by continuing to use the Video Services after we post any changes.
2. Password and Account Access. If the applicable Video Services require you to create an account with Charpectrum, then member(s) of the household who created such account with Charpectrum for the Video Services and whose payment method is charged (the "Account Holder") is responsible for (i) maintaining the control, confidentiality, and securing of all password and account credentials used to access the Video Services ("Credentials"); (ii) preventing unauthorized access to the Credentials and the Video Services; and (iii) maintaining control over all devices used to access the Video Services. The Account Holder shall not provide access to the Video Services to anyone other than household members and household guests, and household guests may only access the Video Services while in the home of the Account Holder's household. You shall immediately notify Charpectrum of any unauthorized disclosure of, access to, release or use of your Credentials or any other breach of security related to your account.
Failure to abide by the terms of this section or the use of your Credentials for any unauthorized use of the Video Services or other illegal or fraudulent activity, whether or not such unauthorized use or other fraudulent activity is the result of identity theft, may result in suspension or termination of your Video Services account, with or without notice, and may result in civil and/or criminal legal action being taken against you.
Authorized users may only access the Video Services using Credentials in accordance with these Terms of Service. If a third party accesses the Video Services using Credentials in a manner not authorized by these Terms of Service, then in addition to any rights or remedies Charpectrum have against you, such third party may be subject to legal action, including by Charpectrum and/or Charpectrum Networks.
3. Additional Terms for Charpectrum Video Applications.
a. You must be a Charpectrum subscriber in good standing to access and receive all of the Video Services through the Charpectrum TV Application ("the Charpectrum SportsNet Application, and the Charpectrum News Application, (collectively, the "Charpectrum Video Apps ").
b. Charpectrum may, at any time and without notice, modify or discontinue all or part of the Charpectrum Video Apps, its content, related charges or fees, and we may offer special opportunities to some or all Charpectrum Video Apps users, subject to applicable law.
c. You are permitted to use the Charpectrum Video Apps only to request and view the applicable textual, audio/visual or other video content that we provide, and you may not circumvent or otherwise interfere with any authentication or access restrictions that we have implemented with respect to the Charpectrum Video Apps.
d. Without limitation, the following restrictions also apply to your use of the Charpectrum Video Apps:
i. You may not distribute or make the Charpectrum Video Apps available over a network where it could be used by unauthorized parties or otherwise downloaded/distributed to any device without our knowledge or authorization.
ii. You may not remove any proprietary notices, marks, or labels on the Charpectrum Video Apps
iii. You may not export, import, or re-export the Charpectrum Video Apps in violation of any applicable law, rule, or regulation of any jurisdiction.
iv. You are solely responsible for securing any connectivity/access to your Internet service by means of a password or other reliable means. As such you are solely responsible for any conduct undertaken by means of access to our Internet services (including without limitation the Charpectrum Video Apps) by any party, whether or not such access is initiated by a member of your household, a user authorized by you, or other person through any access/connectivity, and any loss, damage, or other liability arising therefrom.
e. Charpectrum shall have no obligation to furnish any maintenance or support services with respect to the Charpectrum Video Apps
f. Data Collection. Charpectrum may collect and use technical data and related information—including but not limited to technical information about your device, system and application software, and peripherals—that is gathered periodically to determine enhancements or improvements to the Charpectrum Video Apps, or to facilitate the provision of software updates, product support, and other services to you (if any) related to the operation of the Charpectrum Video Apps Such data collection includes:
i. Application(s) running history and data usage;
ii. Network, device identifiers and/or device characteristics;
iii. Viewership data;
iv. If location services are enabled on your device, the application will provide us the approximate or precise location of your device (as may be available); we store location data in an aggregated manner to use for network planning and performance improvement. If you do not want the application to gather your location, you can disable location services in your mobile device (which affects all applications), disable location services for the Charpectrum Video Apps in your device if disabling location for a specific application is enabled by your device operating system, or uninstall the Charpectrum Video Apps
v. Wi-Fi and cellular network information, such as your mobile operator, ISP, and IP address
vi. Data usage on Wi-Fi, cellular and respective network performance information such as throughput, latency, and signal strength.
More information about Charpectrum data practices is available in the Charpectrum Privacy Policy located at www.charpectrum.com/policies/your-privacy-rights.html.
4. Programming Content:
a. Except for video programming content that Charpectrum provides on an "a la carte" basis (e.g., channels that are not part of a package or tier), You have no right to receive, and Charpectrum has no obligation to provide, any particular programming service or channel as part of the Video Services and that You are not entering into this agreement or purchasing the Video Services in reliance on an expectation or promise (explicit or implicit) that any particular programming service or set of programming services shall be included as part of the Video Services.
b. In the event particular programming becomes unavailable, either on a temporary or permanent basis, due to a dispute between Charpectrum and a third party programmer, Charpectrum shall not be liable for compensation, damages (including compensatory, direct, indirect, incidental, special, punitive or consequential losses or damages), credits or refunds of fees for the missing or omitted programming. Your sole recourse in such an event shall be termination of the Video Services in accordance with the Terms of Service.
c. Programming information is passed onto Charpectrum from the programmers and is provided to you AS IS. Charpectrum does not guarantee the accuracy of any programming title, run time, or other related programming information. Charpectrum does not guarantee Your access to or ability to record any particular programming or the time that any particular program remains available for viewing or recording.

5. Parental Controls: A Parental Control feature is available to prevent children from watching certain programming. You may place channels under Parental Control by blocking out a channel number and/or program rating on the digital receiver. The starter kit manual provided with the Video Services includes instructions on how to implement and monitor the Parental Control features. Should You deactivate the Parental Control feature, even for one channel or event, this will deactivate the Parental Control feature for all other channels that were previously locked out. You will then have to reactivate the Parental Control to block out the desired channels. We recommended that You occasionally verify that the Parental Control feature is activated and operational.
6. Use Restrictions: You shall not share, use, or access the Video Services in any manner that violates applicable law or for any illegal or fraudulent activities, including but not limited to:
a. Sharing, using or accessing the Video Services in any manner that violates a any third party's Intellectual Property Rights ("Intellectual Property Rights" means copyright, moral rights, trademark, trade dress, patent, trade secret, unfair competition, right of privacy, right of publicity, and any other proprietary rights).
b. Invading another person's privacy; unlawfully using, possessing, posting, transmitting or disseminating obscene, profane, or pornographic material; posting, transmitting, distributing or disseminating content which is unlawful, threatening, abusive, harassing, libelous, slanderous, defamatory or otherwise offensive or objectionable, or that advertises or solicits business for products or services.
c. Connecting or attaching equipment to the Video Services with the intended purpose to distribute the Video Services in an unauthorized manner.
d. Restricting, inhibiting, or otherwise interfering with the ability of any other Charpectrum subscriber to use or enjoy the Video Services.
e. Conducting a pyramid or other illegal soliciting scheme.
f. Impersonating any person or entity or forging anyone else's digital or manual signature.
g. Harassing, threatening, or otherwise abusing Charpectrum employees or its agents.
h. "Harvesting" (or collecting) information from the Video Services using an automated software or any other tool or manually on a mass basis. This includes, for example, information about other users of the Video Services and information about the offerings, products, services, and promotions available on any part of the Video Services.
i. Using any robot, spider, or site search/retrieval application, "stream catching" (downloading, storing, or transmitting copies of streamed content), or using any data mining, data gathering, or extraction methodology.
j. Using any technology or technique that obscures or disguises (i) the origin of any content that is transmitted through the Video Services by forging headers or otherwise manipulating identifiers or (ii) your location when you are accessing the Video Services.
k. "Flooding" the Video Services with requests or otherwise overburden, disrupt, or harm the Video Services or Charpectrum systems.
7. User Content: Certain Video Services may include features that allow users to post comments and materials to public posting areas provided by Charpectrum ("User Content"). You are responsible for the User Content that You post. We do not control the User Content that You or others may post or otherwise make available in such areas, and You understand that we have no obligation to monitor, edit, or delete any User Content. We are not a publisher of User Content, and we are not responsible for its accuracy or legality. If You submit or post any materials or content User Content to any of the Video Services, You grant Charpectrum and its affiliates or related entities a royalty free, perpetual, irrevocable, transferrable, assignable, sub-licensable, worldwide license to use the User Content, including alterations thereof, for Charpectrum purposes, in any form, in any media, and via any technology, whether such form, media, or technology exists now or is created in the future. You represent that any materials and content posted or otherwise submitted by You to any page of our website is original to You and that You have the right to grant us these rights.
8. Entire Agreement: The Video Services Agreement constitute the entire agreement between You and Charpectrum. No undertaking, representation, or warranty made by any agent or representative of Charpectrum in connection with the sale, installation, maintenance or removal of the Video Services shall be binding on Charpectrum except as expressly included herein.
9. Amendment: Charpectrum may, in its sole discretion, change, modify, add, or remove portions of the Terms of Service at any time. Charpectrum may notify You of any such changes by posting notice of such changes on Charpectrum website at www.charCharpectrum.com/policies/terms-of-service using the features of the Charpectrum digital receiver, or sending notice via bill statement, text, e-mail, postal mail, or other reasonable means. Your continued use of the Video Services following notice of such change, modification or amendment shall be deemed to be the Your acceptance of any such modification. If You do not agree to any modification of the Terms of Service, You must immediately cease using the Video Services and notify Charpectrum that You are terminating the Video Services in accordance with the Terms of Services.

Charpectrum Residential Internet Services Agreement

THESE TERMS AND CONDITIONS OF SERVICE GOVERNING YOUR USE OF CHARPECTRUM INTERNET SERVICE INCLUDE A BINDING ARBITRATION PROVISION IN THE GENERAL TERMS AND CONDITIONS FOR CHARPECTRUM RESIDENTIAL SERVICES, WHICH INCLUDES A WAIVER OF CLASS ACTIONS AND PROVISIONS FOR OPTING OUT OF ARBITRATION.
Charpectrum Communications Operating, LLC on behalf of itself and its affiliates and subsidiaries authorized to provide the services set forth herein ("Charpectrum") will provide its Internet access service (the "Internet Service") to You ("Subscriber") in accordance with these terms and conditions, which terms and conditions incorporate and include the Acceptable Use Policy ("AUP"), the General Terms and Conditions for Charpectrum Residential Services and the Charpectrum Privacy Policy, as they may be changed from time to time (collectively, the "Terms of Service"), all of which may be found at www.charpectrum.com/policies/terms-ofservice. html, under "Terms of Service/Policies" and "Your Privacy Rights."
Subscriber's use of the Internet Service shall be deemed acknowledgment that Subscriber has read and agreed to the Terms of Service. Any user who does not agree to be bound by the Terms of Service should immediately stop their use of the Internet Service and notify Charpectrum Customer Service at 888-438-xxxx to terminate the Internet Service. Terms that are initially capitalized but not defined, will have the defined meaning given to them in the other documents referenced above. The Terms of Service constitute a legal binding document.
Charpectrum regularly updates and amends these Terms of Service. Subscriber should consult Charpectrum website at www.charpectrum.com/policies/terms-ofservice.html to be sure Subscriber remains in compliance.
1. Equipment: To use the Internet Service, Subscriber must meet minimum computer, device, and in-home network and system requirements as identified by Charpectrum.
a. Computer Equipment: The personal computer or device that Subscriber uses to access the Internet Service must meet minimum configuration standards. The minimum configuration standards may change, and Charpectrum will make reasonable efforts to support previously acceptable configurations; however, Charpectrum is not obligated to continue to provide such support. Charpectrum may supply equipment such as modems, gateways, routers, or wireless cards, at no charge or for a one time or reoccurring fees, to operate the Internet Service. Subscriber acknowledges that such equipment may require updates and/or changes to the software resident in the equipment, and that Subscriber may be required to perform such updates and/or changes. Notwithstanding, Subscriber hereby authorizes Charpectrum to perform updates and/or changes, on-site or remotely from time to time as Charpectrum deems necessary, in Charpectrum sole discretion.
b. Charpectrum does not provide technical assistance for third party hardware or software, including but not limited to home networks or gaming systems. Any questions concerning third party hardware or software should be directed to the manufacturer of that product. Charpectrum is not responsible for the operation or support, maintenance or repair of any equipment, software, or services that Subscriber elects to use in connection with the Internet Service.
c. Subscriber will not connect any equipment, other than equipment authorized by Charpectrum, to any cable modem outlet or port. Subscriber understands that failure to comply with this restriction may cause damage to the Charpectrum network and subject Subscriber to liability for damages and/or criminal Pro secution. Subscriber may not alter, modify or tamper with the Equipment or the Internet Service, or permit any other person, not authorized by Charpectrum, to do the same.
2. Network Interface: When Charpectrum installs the Internet Service, Subscriber will need a network interface card or adapter providing an Ethernet connection. Alternatively, subscriber may connect to a home networking device (commonly referred to as a router or gateway).
3. Cable Modem/Other Charpectrum Equipment: Subscriber may obtain a cable modem from Charpectrum or may purchase and use a cable modem purchased at retail from a third party, provided that such third party modem has been tested, certified, and approved by Charpectrum in accordance with our DOCSIS Modem Policy at 4. Software: At the time of installation of the Internet Service, Charpectrum may provide Subscriber with common Charpectrum or third party software (e.g., a browser and plug-ins) to enable and enhance the Internet Service. Charpectrum does not support third party software. Any and all software provided by Charpectrum is the property of Charpectrum and/or its suppliers and licensors. Charpectrum hereby grants Subscriber a nonexclusive, nontransferable license to install and use on Subscriber's computers, devices, and/or system(s) the software for use solely in connection with the Internet Service. Subscriber's license to use any software provided by Charpectrum and its suppliers and licensors is contingent upon Subscriber's compliance with all use and other restrictions contained in the Terms of Service and the AUP. It is a material breach for Subscriber to copy, duplicate, reverse engineer or in any way modify, change, tamper with or interfere with any software provided to Subscriber by Charpectrum. Upon any termination or expiration of the Terms of Service or the disconnection of Subscriber's Internet Service, this license will terminate and Subscriber agrees to then destroy all copies of the software that were delivered to Subscriber (including by erasing and deleting the software from Subscriber's computer system). Subscriber hereby represents and warrants to Charpectrum that Subscriber owns the operating system software and associated use/license rights thereto for the computers that are connected to the Charpectrum network.
5. Security: Subscriber acknowledges and agrees that when using the Internet Service to access the Internet or any other online network or service, there are certain risks that may enable other Internet users to gain access to or use of Subscriber's equipment. Subscriber is responsible for taking and should take all appropriate security measures when using the Internet Service. Subscriber assumes sole responsibility for Subscriber's equipment used in conjunction with the Internet Service and for providing and configuring any "firewall" or security measures for use with the Internet Service to prevent damage from viruses, malware, or other similar malicious items and to prevent unauthorized access to the Internet Service, and Subscriber, not Charpectrum, shall be solely responsible in any manner for the effectiveness of these blocking and filtering technologies. Charpectrum does not warrant that others will be unable to gain access to Subscriber's computer(s) and/or data even if Subscriber utilizes blocking and filtering technologies, nor does Charpectrum warrant that the data or files will be free from computer viruses or other harmful components. Charpectrum has no responsibility and assumes no liability for the protections Subscriber may employ nor for any damages that may arise from accessing the Internet. Subscriber shall not permit or enable any use of Subscriber's account or account passwords by any person not a member of Subscriber's household. Subscriber is responsible for any misuse of the Internet Service that occurs through Subscriber's account whether by a member of Subscriber's household or unauthorized third party.
6. Additional Features, Functionality, and Tools: Any additional service features, functionality, and tools that Charpectrum offers may be further subject to specific terms of use and subject to charges, change, or removal at any time by Charpectrum.

7. Cookies: Subscriber may access Subscriber's Charpectrum e-mail account and support website at charpectrum.net, provided that Subscriber's browser is configured to accept cookies from www.charpectrum.net.
8. Monitoring the Internet Service and Privacy: Charpectrum takes the protection of our Subscribers' privacy seriously. Charpectrum has no obligation to monitor content; however, Subscriber agrees that Charpectrum has the right to monitor the Internet Service (including but not limited to, content and Subscriber equipment as it may affect the Internet Service from time to time) in accordance with the Terms of Service, the AUP, and Charpectrum Privacy Policy.
For content residing on Charpectrum servers, Charpectrum reserves the right at all times and without notice to remove, restrict access to, or make unavailable, and to monitor, review, retain and/or disclose any content or other information in Charpectrum possession about or related to Subscriber, Subscriber's use of the Internet Service or otherwise as necessary to satisfy any applicable law, or otherwise to preserve the security of the System or Charpectrum subscribers' information.
For more information on Charpectrum approach to Subscriber's privacy, please refer to the Charpectrum Residential Subscriber Privacy Policy.
9. Rights Infringement: Subscriber will not use, or allow others to use, the Internet Service to send or receive, or otherwise use any information which infringes the patents, trademarks, copyrights, trade secrets, or proprietary rights of any other person or entity. This includes, but is not limited to, digitization of music, movies, photographs or other copyrighted materials or software. Subscriber must obtain appropriate authorization from such other person or entity prior to sending, receiving, or using such materials. Subscriber represents and warrants that Subscriber is and will be the author and copyright owner and/or an authorized licensee with respect to any hosted content, and Subscriber further represents and warrants that no hosted content violates or will violate the trademark, copyright, domain name or intellectual property rights of any third party. Charpectrum assumes no responsibility, and Subscriber assumes all risks regarding the determination of whether material is in the public domain, or may otherwise be used for such purposes.
Charpectrum is registered Digital Millennium Copyright Act of 1998 (DMCA). Under the DMCA, copyright owners have the right to notify Charpectrum if they believe that a Charpectrum customer has infringed the copyright owner's work(s). If Charpectrum receives a notice from a copyright owner alleging that Subscriber has committed copyright infringement, Charpectrum will notify Subscriber of the alleged infringement. Charpectrum may determine that Subscriber is a repeat copyright infringer if Charpectrum learns that Subscriber has engaged in online copyright infringement on more than one occasion. Charpectrum reserves the right to suspend or terminate the accounts of repeat copyright infringers.
10. Termination: Charpectrum shall have the right to terminate the Internet Service upon any violation of the Terms of Service. Charpectrum will not be responsible for the return of data stored on Charpectrum servers, such as web and e-mail servers if Subscriber's account is suspended or terminated.
11. Disclaimer of Warranties and Limitation of Liability.
a. No Warranty: Subscriber agrees that Subscriber uses the Internet Service and any software and equipment supplied by Charpectrum at Subscriber's sole risk. The Internet Service and Charpectrum equipment are provided on an "as-is basis," if applicable, without warranties of any kind including without limitation any warranties of title, non-infringement, fitness for a particular purpose and merchantability. Charpectrum does not warrant uninterrupted use of Internet Service.
Charpectrum does not warrant that the Internet Service will be error-free or free of any viruses, worms, spam, pop-up advertising, spyware, adware, denial of service attacks or other harmful components, even if countermeasures have been deployed. Charpectrum does not warrant that any data or files Subscriber sends or receives via the Internet Service will be transmitted in uncorrupted form, within a reasonable time, or free from unauthorized access by others or that other users will be unable to gain access to Subscriber's computer. This includes, but is not limited to, incidents of file sharing, print sharing, or use of other means that enable Internet users to gain access to Subscriber's equipment or to monitor Subscriber's activity and conduct while using the Internet Service.
b. Anti-Spam Software: Subscriber acknowledges and understands that Charpectrum utilizes anti-spam software and that such security technology is a feature of the Internet Service that may block incoming and outgoing electronic mail. Charpectrum does not warrant that such feature will block all unwanted mail/spam or that all mail that is blocked constitutes unwanted mail/ spam. Consistent with other statements set forth in this section, Charpectrum does not warrant that such feature will be error-free.
c. Security Software: In addition, in its sole discretion, Charpectrum may make available to Subscriber security software, such as anti-virus software, firewall software, "pop-up" advertising blocking software, parental control software, and anti-spyware or anti-adware software for Subscriber's use on Subscriber's computer system in conjunction with the Internet Service. Any such security software provided by Charpectrum to Subscriber is intended to provide only a minimal level of protection to Subscriber's computer system(s). Subscriber understands and agrees that Charpectrum and its third party suppliers of any such security software do not guarantee its accuracy, efficacy, or performance. Subscriber understands and agrees that Charpectrum and its third party suppliers are not responsible for any damage to Subscriber's computer system(s) or the information stored on it that may result from the security software or its nonperformance.
d. Third Party Sites: When Subscriber uses the Internet Service and/or accesses Charpectrum web sites, Subscriber may encounter links allowing Subscriber to visit web sites operated or owned by third parties ("Third Party Site(s)"). Charpectrum provides these links as a convenience and they are not under the control or ownership of Charpectrum. The presence of a link to any Third Party Site is not an endorsement by Charpectrum of the Third Party Site, an acknowledgment of any affiliation with its operators or owners, or a warranty of any type regarding any information or offer on the Third Party Site. Subscriber's use of any third party site is governed by the various legal agreements and policies posted at that web site.
e. Bandwidth.
i. Subscriber understands and agrees that Charpectrum does not guarantee that any particular amount of bandwidth on the Charpectrum network or that any speed or throughput of Subscriber's connection to the Charpectrum network will be available to Subscriber. Subscriber understands and agrees that the speed of the Internet Service provided at Subscriber's site will vary depending upon a number of factors, including Subscriber's computer system(s) and associated equipment (e.g., Subscriber-sourced Wi-Fi routers/access points, etc.), Internet traffic, and other factors such as system capacity limitations, governmental actions, events beyond Charpectrum control, and system failures, modifications, upgrades and repairs. Subscriber understands that Subscriber's wireless connections and use of wireless routers may be subject to greater fluctuations in speed and latency and may be adversely affected by interference, congestion, distance, and other outside factors.
ii. Subscriber understands that Charpectrum may use various tools and techniques in order to efficiently manage its networks and to ensure compliance with Charpectrum AUP. Subscriber should reference Charpectrum AUP for additional details.
iii. Subscriber further understands and agrees that, to allocate bandwidth across all of its users, Charpectrum may employ reasonable network management techniques as identified in Charpectrum AUP and Charpectrum Network Management Disclosure Statement.
iv. Subscriber's sole and exclusive remedies under the Terms of Service are as set forth in these Terms of Service. Because some States do not allow the exclusion or limitation of implied warranties, some of the above exclusions may not apply to Subscriber.
12. Limitation of Liability/Exclusive Remedy: Charpectrum entire liability and Subscriber's exclusive remedy with respect to the use of the Internet Service or its software and equipment, or any breach by Charpectrum of any obligation Charpectrum may have under these Terms of Service, shall be Subscriber's ability to terminate the Internet Service or to obtain the replacement or repair of any defective software or equipment provided by Charpectrum to Subscriber. In addition, Charpectrum shall not be liable for damages for failure to furnish, or the degradation or interruption of, any services, for any lost data or content, identify theft, for any TV, monitor or screen burn-in, monitor or screen wear, stuck pixels, phosphor burn, files or software damage, regardless of cause. Charpectrum shall not be liable for damage to property or for injury to any person arising from the installation, maintenance, or removal of equipment, software, wiring, or the provision of the Internet Service.
13. Mailbox Deactivation: Subscriber agrees that Charpectrum owns any and all mailboxes associated with the Internet Service and may reclaim such mailboxes at any time for any reason, after which any associated mailbox content (e.g., emails, attachments, etc.) will be destroyed. Charpectrum may also limit the number of new email addresses available per account. Charpectrum may also limit the number of emails that can be sent within a specific time period, and if Subscriber does not access a Charpectrum mailbox for an extended period of time as determined by Charpectrum from time to time, Charpectrum may lock the mailbox and prohibit the mailbox from receiving new email messages and/or reclaim the mailbox, including any sub-accounts associated with the mailbox. Subscriber understands that upon disconnecting from Charpectrum Internet service, Charpectrum will suspend the account and delete the contents of the mailbox, if any, at that time.
14. Mail Storage: In no event will Charpectrum be responsible for maintaining, and Charpectrum will not guarantee storage of, such electronic mail for any period of time. Charpectrum also reserves the right to enforce email storage limits.
15. Network Security and Management: Subscriber agrees that Charpectrum may block traffic to and from any source, including, without limitation, the deletion of any electronic mail, as it deems necessary to secure its network and/or eliminate spam. Charpectrum may take other actions, in its sole discretion, to manage or protect its network or to benefit the greatest number of its subscribers as identified in Charpectrum AUP. Charpectrum may take these actions, with or without notice, in situations where Charpectrum believes, in its sole discretion that Subscriber may harm the Charpectrum network or disrupt the performance of the Internet Service for other users or where Subscriber is transmitting or is otherwise connected with what Charpectrum considers in its sole discretion to be spam or other malicious code or software. Subscriber agrees that Charpectrum is entitled to damages if Subscriber is transmitting or is otherwise connected with spam or other malicious code or software. Subscriber agrees Charpectrum is entitled to actual damages, however, if actual damages cannot be reasonably calculated, Subscriber agrees to pay Charpectrum liquidated damages of five dollars (U.S. $5.00) for each piece of spam, or other malicious code or software transmitted from or otherwise connected with Subscriber's account.
16. Additional Terms for Charpectrum Wi-Fi: Charpectrum Wi-Fi supported by the Charpectrum-provided wireless router ("Charpectrum Router") is a service available to certain subscribers and provides wireless access to the Charpectrum Internet Service within the Subscriber's residence ("Home Network") and beyond the Subscriber's residence, for which Subscriber may be charged a fee consistent with Charpectrum then-current practices. The Charpectrum Managed Router comes programmed with certain default settings and configurations for the Home Network. Subscriber may modify the default settings and configurations on the Charpectrum Managed Router although Charpectrum recommends maintaining the default configuration and settings. Charpectrum does not guarantee the security of the Charpectrum Managed Router and Subscriber's connection to the Internet Service via the Home Network. Charpectrum Wi-Fi accessed beyond the Home Network may be subject to additional terms and conditions imposed by the respective third party whose network the Subscriber may access. Charpectrum is not responsible for the speed or performance of the Internet Service to the extent accessed by Subscriber on a third party network. Subscriber understands and agrees that Subscriber is solely responsible for the security of their Home Network and must enable and use encryption in order to access Charpectrum-provided applications. Charpectrum reserves the right to preconfigure the Charpectrum Managed Router to distribute a wireless Internet access point (e.g. a Charpectrum Wi-Fi Hotspot) separate from the Home Network. Any use of bandwidth from such wireless access point by third parties will not be considered to be use by the Subscriber for any purpose. Subscriber shall have the right to disable such Charpectrum Wi-Fi Hotspot, and shall not be responsible for the security of the Wi-Fi Hotspot. The Charpectrum Managed Router will collect and maintain certain information regarding access to and use of the Home Network, which information shall

include but not be limited to device identifiers, device name, device type, applications and protocols, connections, and traffic flows. Such information will be used by Charpectrum to provide the Internet Service and support, as well as for Charpectrum internal business analytics regarding the use of the Internet Service. Subscriber acknowledges and agrees that Charpectrum shall have access to the network name and password associated with the Charpectrum Managed Router in order to provide support and diagnostic services. Charpectrum reserves the right to modify the network name and password for the Charpectrum Managed Router in order to safeguard Internet security, the security and privacy of Subscriber's information, where required by law, and/or for other good cause to provide, upgrade and maintain the Internet Service, and protect the network, other users of the Internet, or our subscribers. Subscriber acknowledges that the Charpectrum Managed Router is Charpectrum Equipment.
17. General Subscriber Responsibilities and Warranties: When Subscriber completes registration for the Internet Service, Subscriber must establish an identity by selecting a user name and password to be used by Subscriber to access the Internet Service. Subscriber is responsible for maintaining the confidentiality of their user name and password. Subscriber agrees that Subscriber is responsible for anyone using Subscriber's computer system, password or name or user name in connection with the Internet Service and for ensuring that anyone who does use the Internet Service through Subscriber's computer or access to the Internet Service, does so in accordance with the Terms of Service and the AUP. Subscriber agrees to take all reasonable measures necessary to ensure that the Internet Service is not used by another without Subscriber's consent.
18. Subscriber shall be responsible for procuring and installing patches, any and all anti-virus and firewall software/ hardware and operating system patches, updates, or supplements that may be necessary for (i) the protection and maximum functionality of Subscriber's computer and related equipment and (ii) the protection of Charpectrum network and other subscribers. For purposes of clarification, Charpectrum hereby disclaims any and all responsibility and liability for any damages that may arise from Subscriber's failure to procure or install the aforementioned security software and /or hardware.
19. Amendment: Charpectrum may, in its sole discretion, change, modify, add, or remove portions of the Terms of Service at any time. Charpectrum may notify Subscriber of any such changes by posting notice of such changes on Charpectrum website at www.charpectrum.com/policies/terms-of-service.html, under "Terms of Service/Policies," or sending notice via electronic mail or U.S. postal mail. The Subscriber's continued use of the Internet Service following notice of such change, modification, or amendment shall be deemed to be the Subscriber's acceptance of any such modification. If Subscriber does not agree to any modification of the Terms of Service, Subscriber must immediately cease using the Internet Service and notify Charpectrum that Subscriber is terminating the Internet Service. In addition, the Terms of Service are subject to change in compliance with applicable law.
20. Entire Agreement: The Terms of Service shall be posted at www.charpectrum.com, under "Terms of Service/Policies," and are the only terms and conditions that govern the Internet Service. No undertaking, representation, or warranty made by any agent or representative of Charpectrum in connection with the sale, installation, maintenance or removal of the Internet Service shall modify or amend the Terms of Service.

Charpectrum Residential Voice Services Agreement

THESE TERMS AND CONDITIONS OF SERVICE GOVERNING YOUR USE OF CHARPECTRUM VOICE SERVICE INCLUDE A BINDING ARBITRATION PROVISION IN THE GENERAL TERMS AND CONDITIONS FOR CHARPECTRUM RESIDENTIAL SERVICES, WHICH INCLUDES A WAIVER OF CLASS ACTIONS AND PROVISIONS FOR OPTING OUT OF ARBITRATION.
Charpectrum Communications Operating, LLC., through its voice affiliates, ("Charpectrum") is pleased to provide its residential Voice Service to you ("Subscriber") in accordance with these terms and conditions which incorporate and include the General Terms and Conditions for Charpectrum Residential Services, the Charpectrum Voice Residential Services Price Guide ("Price Guide") and the Charpectrum Privacy Policy, as they may be changed from time to time (collectively, "Terms of Service"), all of which may be found at www.charpectrum.com, under "Terms of Service/Policies" and "Your Privacy Rights."
Subscriber's use of Charpectrum Voice™ Service (also, "Voice Service") shall be deemed acknowledgment that Subscriber has read and agreed to the Terms of Service. Subscriber must activate all Charpectrum Voice Services ordered. Charpectrum shall have no liability whatsoever if the subscriber does not activate such Services. Any user who does not agree to be bound by the Terms of Service should immediately stop their use of the Voice Service and notify Charpectrum Customer Service Department at 1-888-438-2427 to terminate the Voice Service. Terms that are initially capitalized but not defined, will have the defined meaning given to them in the other documents referenced above. This agreement (the "Agreement") is a binding legal document that may be amended unilaterally by Charpectrum with or without notice to Subscriber.
Charpectrum regularly updates and amends these Terms of Service. Subscriber should consult Charpectrum website www.charpectrum.com to be sure Subscriber remains in compliance.
1. Services Provided: Charpectrum Voice Service provides unlimited and/or measured calling within the United States and to those countries and US territories described in calling plans identified in the applicable Price Guide, in accordance with these terms and conditions. Subscribers must reside in an area where Charpectrum is authorized to provide Voice Service and where, in Charpectrum sole discretion, it is technically and operationally feasible. Residential Voice Service is only intended for use by Subscriber, Subscriber's family and guests, and persons residing at Subscriber's residential premises, including persons temporarily subleasing Subscriber's residential premises.
2. Monthly Service Fee: Subscriber agrees to pay the monthly service charge for Charpectrum Voice Service which is comprised of various fees and related taxes and surcharges. Charpectrum reserves the right to increase or decrease any fee for Voice Service offered. Fees for Charpectrum Voice Service shall be posted in the applicable Price Guide at www.charpectrum.com, under "Terms of Service/Policies." Charpectrum Voice Service will be terminated in the event Subscriber does not pay. Certain fees for Charpectrum Voice Service are based upon periodic studies that analyze the intrastate, interstate, and international minutes of all customers purchasing Voice Service.
3. Voice Service Features: Charpectrum Voice Service is offered with the features below.
a. Calling and Features: Includes local, regional and/or long distance calling within the United States and to those countries and US territories described in calling plans identified in the applicable Price Guide, along with those calling features pertaining to each calling plan. Feature availability may vary by service area. A detailed list of features and calling plans may be found in the Price Guide at www.charpectrum.com, under "Terms of Service/Policies." Direct dialed calls outside the coverage of any calling plan are available with per-minute charges or with one of Charpectrum International calling plans. Existing Subscribers who may purchase a plan other than a plan described in this Agreement, can find a description of their plan in the Price Guide.
b. E-911: Enhanced 911 ("E-911") is a feature of Charpectrum Voice Service that allows emergency operators to automatically receive the telephone number and address of the dialing party. This E-911 feature has certain requirements in order to operate, as well as certain limitations:
- i. IMPORTANT: The emergency service provider handling the E-911 call, and the address the emergency service provider will see, are linked to the service address Charpectrum has on file when Subscriber originally signed up for service. If Subscriber does not correctly identify where Subscriber's voice modem is actually located, or if the voice modem is moved away from the original service address, Subscriber's E-911 calls may be misdirected to the wrong location(s) or to the wrong emergency service provider(s). Therefore, in order to have E-911 calls routed correctly, Subscriber agrees not to move the voice modem from the service address at which it was installed by Charpectrum and acknowledges responsibility to promptly notify Charpectrum of any change in service address prior to moving the voice modem.
- ii. IMPORTANT: Keeping Your Phone Number: Please be aware that during the first 72 hours of arriving at Subscriber's new service address, if Subscriber dials 911 from their Charpectrum Voice Service, Subscriber must relay to the emergency service operator the new (current) service address. This is necessary to ensure emergency services are dispatched to Subscriber's new service address and not the old service address in the event the emergency services operator may not have the new location in their records.
- iii. Charpectrum Voice Service does not have its own power supply. If there is a power outage, or if there is a disruption to the cable network or facilities, the Voice Service will not work. Subscriber expressly acknowledges that in such cases it will not be possible to place or receive calls including calls to access emergency 911 services.
- iv. If Subscriber chooses, Subscriber may separately purchase a battery backup for use with the voice modem by calling Charpectrum at 1-888-438-2427. Each battery backup is designed to provide standby power for the battery life chosen by the Subscriber, and at least 5 hours of "talk" time, during a power outage at Subscriber's residence that is not also a network-related outage.
- v. In some locations, E-911 service may not yet be available. Such services are dependent on the equipment and facilities of the local governments in which Charpectrum provides Voice Service. In such cases, regular 911 service will be available and Subscriber will need to convey the location information to the emergency operator.
c. Number of Lines: Subscribers to Charpectrum Voice Service can purchase up to two (2) lines at their service address.
d. Installation: Charpectrum Voice Service offers professional installation and self-installation (not available in all areas).
- i. Professional installation includes activation of all existing working phone jacks or the installation and activation of one phone jack if there is not currently a working phone jack in Subscriber's residence. Additional wiring charges may apply if Subscriber requests additional jacks to be installed or activated. Additional charges may also apply for special construction needed to complete the installation. Charpectrum also provides and installs a voice modem, or Multimedia Terminal Adaptor (MTA), that is used to communicate with our private communications network.
- ii. Self-installation (not available in all areas) provides the option for the Subscriber to pick-up a voice modem or MTA from a Charpectrum retail location or have that equipment shipped to their home. Upon receipt of the equipment, the Subscriber must follow self-installation instructions provided by Charpectrum. In order to qualify for self-installation the following installation conditions must be met: Subscriber's home's phone system must consist of a base unit with any additional cordless phones supported by the base unit; Subscriber's alarm, security and fax systems must not be dependent on Charpectrum Voice Service; Subscriber's most recent voice provider was Charpectrum, or Subscriber has had active Charpectrum services in the last 2 years; and Subscriber will not need outlets moved or added.
Charpectrum does not provide a handset. Subscriber is responsible for maintaining all inside wire and phones within the home. Subscriber has the option of Charpectrum Wire Maintenance Insurance that may help avoid costly repair charges. For a low monthly fee, we can provide repair service for Subscriber's jacks and inside wiring. (The wiring must meet certified technical standards.) Wire maintenance is included in some bundles. For more information about Wire Maintenance Insurance, go online to Charpectrum Wire Maintenance plan information at www.charpectrum.net/wiremaintenance. In certain buildings such as multiple dwelling units, Charpectrum technicians may not have access to Subscriber's inside wiring located within the multiple dwelling unit. In these instances, Charpectrum has the right to determine how best to wire Subscriber's residence, subject to additional applicable charges.
e. International Calling: Charpectrum Voice Service offers a per minute calling plan for direct-dialed calls made from Subscriber's residence to locations outside of their calling plan. If Subscriber chooses to use this service Subscriber will be charged for direct-dial international calls in addition to the flat monthly recurring rate that Subscriber pays for Charpectrum Voice Service. Charpectrum Voice Service also offers optional flat rate international calling plans for direct-dialed calls made from Subscriber's residence to locations outside of their calling plan. If Subscriber chooses an international plan, Subscriber will be charged a flat monthly fee for direct-dial international calls in addition to the monthly recurring rate that Subscriber pays for Voice Service. After Subscriber's monthly international calling plan minutes are used, unless Subscriber's plan includes unlimited international calling, each additional minute will be charged at a per-minute rate. For both per-minute international calling and international calling plans, calls are measured in

increments of one minute. All calls which are a fraction of a minute are rounded up to the next whole minute. Timing on completed calls begins when the call is answered by the called party. Answering is determined when call signaling provided by the terminating local carrier, and/or any intermediate carrier(s), so indicate. Timing terminates on all calls when the calling party hangs up or when Charpectrum network receives a termination signal from the terminating local carrier and/or any intermediate carrier(s). Unused minutes per month do not roll over to the next month. You may access international rates and information about international calling plans online at www.charpectrum.net/rates.
f. Voice Service Modifications: Charpectrum may, from time to time, offer additional Voice Service features or functionality, or discontinue certain Voice Service features or functionality. Information about these features or functions will be available in the applicable Price Guide at www.Charpectrum.com, under "Terms of Service/Policies." These additional Voice Services features or functions may be subject to additional specific terms and conditions, and may be subject to change
at any time by Charpectrum.
g. Caller Name: Charpectrum Voice Service will associate Subscriber's name on the Charpectrum account to the telephone number to be displayed in association with the caller name lookup services ("CNAM") provided as part of the Voice Service for all calls made from any of the Charpectrum telephone numbers on the account. In the event that Subscriber wishes to modify the caller name associated with the CNAM, Subscriber agrees to the following: caller name submission(s) shall not mislead or impersonate any person or company; caller name submission(s) shall not contain false information and shall accurately represent the name of the person that subscribes to the Voice Service and that is included in directory listings, if any; caller name submission(s) shall not contain abusive, defamatory, vulgar, obscene, racist or any other language objectionable to any person or entity as determined by Charpectrum, in its sole discretion; and caller name submission(s) shall comply with all relevant laws, rules and regulations.
h. Outgoing Number: Subscriber's outgoing calls must use an active, valid telephone number assigned to Subscriber. Use of invalid or unassigned telephone
numbers are prohibited for outgoing calls.
i. Robocall Management: Subscriber may manage its per telephone number call-blocking preferences by accessing its account at https://Charpectrum.net and then selecting the Call Guard feature. Subscriber may manage Robocall settings, review blocked calls, add/remove trusted numbers, and report misidentified/blocked calls. Incoming Caller ID alerts will display calls as normal or as spam. Blocked calls will not be displayed. Subscriber may report misidentified or blocked calls at https://reportspam.charpectrum.com. Calls blocked through Charpectrum network management practices will not be delivered to Subscriber or affected by Subscriber's call-blocking preferences.
4. Voice Service Limitations:
a. Service Outages: The Charpectrum Voice Service modem is electrically powered and will not work in a power outage or if the broadband connection is disrupted or not operating. In the event of power outages, the modem, including all phones and Voice Services connected to or powered by it, will not work. Power outages will disrupt E-911 service and the use of Charpectrum Voice Service as the connection between a home security system and central monitoring services. To reduce this risk, Subscriber may choose to purchase a battery backup for use in the event of a non-network related outage.
b. Home Security Systems: Although Charpectrum Voice Service will supply a connection that will allow the operation of Subscriber's existing home security system, Charpectrum does not guarantee that any such system will be in complete operational order following the installation of the Voice Service. As such, it is Subscriber's obligation to contact their home security system provider to inform them of Charpectrum Voice Service installation, and any change in phone number, and to request a complete operational test of their system immediately following installation of the Voice Service. In addition, it is Subscriber's responsibility to test their system on a regular basis. In the event of a power outage or network outage (whether unplanned or maintenance related), Subscriber's Voice Service, including any home security system which uses the Voice Service to connect to central station monitoring, will not function. As set forth in Section 3(b)(iv) above, Subscriber may separately purchase a battery backup for use with their voice modem in the instance of a non-network related outage. Like any other communications service provider, we do not represent that our service is fail-safe. In addition, Charpectrum prohibits the use of Charpectrum Voice Service as the connection between medical alert systems and a central station monitoring service, and will neither connect to such services nor provide technical support for the connection.
c. Additional Limitations:
- i. Currently, certain operator-assisted services such as busy line verification and busy line interruption, dial around services (10-10-XXX), pay services (900 and 976 services), and third party billing are not offered with Voice Service.
- ii. If Subscriber receives Voicemail, Subscriber may be eligible for voice-to-text or voice-to-email ("Readable Voicemail") as part of the Voicemail feature. As a result of the voice-recognition software used by Charpectrum, some processed messages may not be fully transcribed and will appear as incomplete messages. In such cases, Subscriber may obtain the full message by listening to the Readable Voicemail message. As a condition of using the voice-to-text or voice-to-email feature, Subscriber consents to allow Charpectrum, or its service vendors, to process those voice files and to use voicemail messages, and other data associated with such messages, to enhance and/or improve the feature.
- iii. Charpectrum obligation to furnish Voice Services is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities, and rights for the construction and maintenance of the necessary facilities and equipment. Charpectrum may limit communications, refuse to provide Voice Services or discontinue Voice Services when necessary because of: (i) the lack of transmission medium, transmission capacity or any other facilities or equipment; (ii) the lack of available services from, or interconnection with, the services or facilities of service providers; or (iii) any cause beyond Charpectrum control.
- iv. Charpectrum shall use reasonable efforts to make Voice Services available by the estimated service date. Charpectrum shall not be liable for any damages resulting from delays in meeting the estimated service date due to delays resulting from normal installation procedures. Such delays shall include, but not be limited to, delays in obtaining right-of-way approvals, delays in actual construction work being done by Charpectrum, including its contractors or representatives, and any delays due to any other service provider where Charpectrum is relying upon such provider to meet an estimated due date which is beyond Charpectrum control.
- v. Charpectrum offers the use of its facilities for communications between Subscriber and other parties. Charpectrum is not responsible, and shall have no liability, for any communications or miscommunications between Subscriber (including any users) and other parties (including operator-assisted, 911 and E-911 calls).
- vi. At Charpectrum discretion, facilities of other service providers may be used in establishing connections to points not reached by Charpectrum facilities. In establishing connections with other providers, Charpectrum is not responsible or liable for any action or inaction of other service providers.
- vii. Charpectrum may use network management practices to block calls that have unassigned, invalid, or fraudulent numbers, that are identified as spam or malicious, that have suspicious calling patterns, or as otherwise permitted by applicable law. Calls blocked using these network management practices will not be delivered to Subscriber.
d. Equipment: Charpectrum Voice Service requires a voice modem. Charpectrum will supply a voice modem for so long as Subscriber remains a Voice Service Subscriber or until Charpectrum changes its Voice Service offering. Depending on the Charpectrum Voice Service plan, there may be a monthly charge for the voice modem. Upon termination of Charpectrum Voice Service for any reason, Subscriber may be asked to return the Charpectrum-supplied voice modem within thirty (30) days or Subscriber will be charged an equipment fee equal to the fee charged by Charpectrum at the time the voice modem was supplied by Charpectrum. An exception to this return policy is when the modem is also supporting Internet service, in which case Subscriber may continue to use the modem until such time as Internet is no longer provided or Charpectrum requests a substitution of the modem. Equipment and facilities furnished by Charpectrum to provide Voice Service (except for inside wiring and inside jacks) are the property of Charpectrum. Telephone numbers assigned to Subscriber by Charpectrum are portable and transferable with Subscriber at the same location; however, Subscriber has no property right in telephone number(s) or any other call number designations associated with the Voice Services, and Charpectrum may change such numbers as deemed necessary.
5. Term: Charpectrum Voice Service shall continue until such time as terminated by Subscriber, which shall be effective upon notice, or terminated by Charpectrum for breach (including nonpayment) of this Agreement, or otherwise terminated by Charpectrum in accordance with the Terms of Service.
6. Directory Listing: Charpectrum Voice Service offers Subscriber a Private Number service as the default, or a directory listing upon request. Depending on the location and Subscriber's preference, Charpectrum Voice Service may include one (1) basic directory listing in an alphabetical white pages directory, or other comparable online directory, containing an alphabetical list of names, telephone numbers, and addresses of all telephone customers in a particular geographic area set by the publisher. The alphabetical list of customer names is for the purpose of informing interested parties of the telephone number and address of listed customers, and special position or arrangement of names may be provided for an additional charge. Listings shall conform to the publisher's practices with respect to published directories. Charpectrum limits the length of any listing in the directory by the use of abbreviations when, in Charpectrum opinion, the clarity of the listing or the identification of the customer is not impaired by doing so. The duration of directory listings, when the listings have been published, is the directory period. The directory period is from the day on which the directory is first distributed to customers to the day the succeeding directory is first distributed to customers. Charpectrum liability for directory listing errors or omissions is set out in Section 7, "Limitation of Liability."
7. Limitation of Liability:
a. Charpectrum Voice Service is provided "AS IS." THE LIABILITY OF CHARPECTRUM, OR ITS SERVICE VENDORS, FOR DAMAGES OR LOSSES ARISING OUT OF THE FURNISHING OF VOICE SERVICES HEREUNDER, INCLUDING BUT NOT LIMITED TO MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR OTHER DEFAULTS, REPRESENTATIONS OR USE OF THE VOICE SERVICES, OR ARISING OUT OF THE FAILURE TO FURNISH THE VOICE SERVICE, INCLUDING E-911/911 SERVICE, WHETHER CAUSED BY ACTS OF COMMISSION OR OMISSION, AND/OR LOSS OF ELECTRICAL POWER, SHALL BE LIMITED TO AN ALLOWANCE PRORATED FOR THE TIME PERIOD OF THE VOICE SERVICE INTERRUPTION. CHARPECTRUM, INCLUDING ITS SERVICE VENDORS, SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE LOSSES OR DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF EARNINGS, LOSS OF BUSINESS OPPORTUNITIES AND PERSONAL INJURIES THAT A SUBSCRIBER, OR SUBSCRIBER'S USERS, MAY SUFFER. FINALLY, CHARPECTRUM, AND ITS SERVICE VENDORS, SHALL NOT BE LIABLE FOR ANY LOSS OR INTERRUPTIONS IN VOICE SERVICE OR FOR ANY DAMAGES OR LOSSES DUE TO THE FAULT OR NEGLIGENCE OF SUBSCRIBER, ANY SUBSCRIBER USER, OR ANY OTHER PARTY OR PERSON(S), OR DUE TO THE FAILURE OR MALFUNCTION OF SUBSCRIBER-PROVIDED OR USER-PROVIDED EQUIPMENT OR FACILITIES, OR DUE TO THE FAILURE OF SUBSCRIBER TO FULFILL ANY OBLIGATION UNDER THIS AGREEMENT.
b. Directory Listings. CHARPECTRUM'S LIABILITY FOR DAMAGES DUE TO ERRORS OR OMISSIONS IN DIRECTORY LISTINGS WILL BE LIMITED TO A ONE-TIME CREDIT EQUAL TO ONE MONTH'S RECURRING MONTHLY FEE FOR THE VOICE SERVICE (NOT INCLUDING ONE TIME CHARGES, MEASURED AND PER-CALL CHARGES AND RELATED TAXES AND FEES). SUBSCRIBER AGREES TO INDEMNIFY AND HOLD CHARPECTRUM HARMLESS AGAINST ANY AND ALL CLAIMS FOR DAMAGES CAUSED OR CLAIMED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, BY THE PUBLICATION OF A LISTING WHICH SUBSCRIBER HAS REQUESTED TO BE OMITTED FROM THE APPLICABLE WHITE PAGES DIRECTORY, INCLUDING ANY ONLINE DIRECTORY, OR THE DISCLOSING OF SUCH A LISTING TO ANY PERSON (INCLUDING ANY MISTAKE OR ERROR IN SUCH LISTING).

8. Installation: Charges for installation services and equipment will be charged at the then current rate in effect.
9. Taxes: Applicable fees, taxes and surcharges, if any, will be added to Subscriber's monthly bill. For non-Charpectrum Pricing Plan packages, applicable fees, taxes and surcharges, will be disclosed on your monthly bill in addition to the Voice Service rate. For Charpectrum Pricing Plans, applicable fees, taxes, and surcharges will be included in the monthly rate you pay and disclosed in the Billing Information section of your bill.
10. Proprietary Rights: Charpectrum and/or its service vendors own all rights in and to the Voice Services. Subscriber has a limited right to use the Voice Service in accordance with these Terms of Voice Service. However, the Terms of Service do not grant Subscriber (or any user) any rights to, or interests in, patents, copyrights, database rights, trade secrets, trade names, trademarks or service marks (whether registered or unregistered), or any other rights or licensees related to Charpectrum Voice Service (including all of its features) or any related documentation.
11. Prohibited Uses:
a. Non-Residential Use: Charpectrum Voice Service may be used as a residential voice service only and may not be used for commercial purposes, including, but not limited to, telemarketing, call center services, medical transcription, or facsimile broadcasting. In addition, auto-dialers and predictive dialers may not be used with Charpectrum Voice Service. Charpectrum Voice Service is intended to be used consistent with its intended normal residential use. For instance, unlimited voice plans are intended to be used for continuous live dialog between Subscriber and a third party. Certain other activity such as excessive consistent usage, unusual call patterns, and lack of continuous dialog activity may be presumed indicative of use that is inconsistent with normal residential use of the Voice Service in violation of the Terms of Service. Voice Service may not be used to interfere with or impair Service over any facilities and associated Charpectrum equipment, or to impair the privacy of any communications over such facilities and associated Charpectrum equipment. Voice Service may not be used in any way, including by combining Service features, as to change the functionality of the Voice Service or its component features in any manner that is inconsistent with standard residential calling patterns and practices or the Terms of Service. Such non-standard calling patterns and practices include, but are not limited to, use of 3-Way Calling, Call Forwarding, and/or non-Charpectrum equipment that results in unusually high traffic volumes or excessive long distance usage. Charpectrum, in its sole discretion, reserves the right to: (i) reclassify Subscriber's Voice Service from residential to business, and to immediately apply business rates in the event of misuse or excessive use of the Voice Service by Subscriber, including any users of Subscriber's Voice Service; or (ii) immediately terminate Subscriber's Voice Service for such misuse or excessive use.
b. Fraud; Illegality: Charpectrum may block calls that are made to certain countries, cities or telephone exchanges, or that use certain authorization codes if, in its sole discretion, Charpectrum deems it reasonably necessary to prevent unlawful or fraudulent use of the Voice Service. Subscriber is responsible for securing Subscriber's telephone equipment, and Charpectrum equipment located at Subscriber's premises, from being used to place fraudulent calls using Charpectrum Voice Service provided to Subscriber. Subscriber is also responsible for any fraudulent or unauthorized use of the Voice Service that occurs through Subscriber's account regardless of who is responsible for such usage. Subscriber shall be solely responsible for payment of all applicable charges for Voice Service provided by Charpectrum and charged to Subscriber's account, even where calls are originated by fraudulent means either from Subscriber's premises or from remote locations. Charpectrum is not liable for any damages or fees, including toll usage charges, Subscriber may incur as a result of unauthorized use of the Voice Service provided to Subscriber. Unauthorized use of Subscriber's facilities may include, but is not limited to, the placement of calls from Subscriber's premises and the placement of calls through Subscriber's equipment that are transmitted or carried on Charpectrum network. Misuse of Voice Service could include voice modem hijacking, excessive usage of International calling, 411 directory assistance calls, and other per-use charges.
c. Violations. In addition, Charpectrum reserves the right to discontinue Voice Service when Subscriber or its users is using the Voice Service in violation of law or the provisions of the Terms of Service.
12. Amendments: Charpectrum may, in its sole discretion, change, modify, add, or remove portions of this Agreement and any of the Terms of Service at any time. Charpectrum may notify Subscriber of any such changes by posting notice of such changes on Charpectrum website at www.Charpectrum.com, under "Terms of Service/Policies," or sending notice via electronic mail or U.S. postal mail. Subscriber's continued use of Charpectrum Voice Service following such change, modification, or amendment shall be deemed to be Subscriber's acceptance of any such modification. If Subscriber does not agree to any modification of this Agreement, Subscriber must immediately cease using the Voice Service and notify Charpectrum that Subscriber is terminating the Voice Service. In addition, this Agreement is subject to change in compliance with applicable law without notice.
13. Entire Agreement: This Agreement shall be posted along with the Terms of Service governing Subscribers' use of Charpectrum Voice Service at www.Charpectrum.com, under "Terms of Service/Policies," and are the only terms and conditions that govern Charpectrum Voice Service. No undertaking, representation, or warranty made by any agent or representative of Charpectrum in connection with the sale, installation, maintenance, or removal of Voice Services shall modify or amend this Agreement or the Terms of Service.

Residential Customer Guarantees

Read the Customer Guarantee details here

Age Consent

By checking / signing below, you acknowledge that you (1) are 18 years of age or older, (2) have reviewed and agree to purchase the equipment and / or services described in the order and, (3) have read and agree to be bound by Charpectrum policies and terms of service.

By clicking on "I agree" below, I am confirming my understanding of Charpectrum Residential General Terms and Conditions of Service.

About Charpectrum Investor & News Center Careers Site Map Your Privacy Rights Terms of Service/Policies **Questions?** **Call 1-866-932-xxxx**

Charpectrum Communications sites: Charpectrum.com Charpectrum Business Charpectrum.net Charpectrum Latino

©2023 Charpectrum Communications.

I agree

Lefty did his own analysis of this document, with the assistance of his buddy OpenAI ChatGPT and determined the following:

This agreement contains several clauses that may raise concerns from a consumer protection perspective, particularly in terms of fairness, clarity, and the balance of rights between the provider (Charpectrum) and the Subscriber. Here are a few components that could potentially be viewed as one-sided or unconscionable:

1. Limitation of Liability/Exclusive Remedy (Section 12)

Concern: This section limits Charpectrum liability, stating that the exclusive remedy for any issues with the Internet service is either termination of the service or repair/replacement of equipment. Charpectrum disclaims liability for things like data loss, identity theft, or damage to property, which could be considered unreasonable, especially for things outside the subscriber's control, such as network outages or security breaches.

Why it's problematic: If a subscriber suffers significant harm or financial loss due to Charpectrum actions or failures, such as a data breach or service failure, this limitation may not provide a fair remedy. In some jurisdictions, overly broad disclaimers of liability can be ruled unenforceable if deemed unconscionable.

2. Mailbox Deactivation (Section 13)

Concern: Charpectrum has the right to reclaim mailboxes for any reason and delete their contents without prior notice or consent from the subscriber.

Why it's problematic: Subscribers may lose important email communications or data without warning, which could be considered overly one-sided. The terms allow Charpectrum to act unilaterally, which may be seen as unfair to the user, especially if they aren't provided with clear, timely notifications of mailbox deactivation.

3. Security Software Disclaimer (Section 11c)

Concern: Charpectrum may provide security software but disclaims any responsibility for its accuracy, effectiveness, or performance, and it also states that it is not responsible for any damage to the subscriber's computer system caused by such software.

Why it's problematic: While disclaimers are common, this one may be seen as particularly harsh because the company is providing the software and actively recommending its use. Consumers may reasonably expect that such software will function as advertised. The complete lack of liability for software failures, particularly when it is marketed as part of the service offering, could be viewed as unconscionable in certain situations.

4. Penalty for Spam or Malicious Code (Section 15)

Concern: Charpectrum reserves the right to impose a $5 penalty for each piece of spam or malicious code connected to a subscriber's account.

Why it's problematic: This clause could potentially be viewed as a disproportionate and excessive penalty. While some penalty for spamming or malicious activity is reasonable, the amount may be viewed as excessive, especially if the subscriber had no control over the activity (e.g., if their account was hacked and used to send spam).

5. Network Management and Bandwidth Allocation (Section 11e)

Concern: Charpectrum reserves the right to employ network management techniques and limit bandwidth across users without guaranteeing any particular bandwidth, speed, or availability.

Why it's problematic: The lack of guarantees on speed or bandwidth and the unilateral ability to manage traffic could lead to situations where customers experience poor service without any recourse. Subscribers may not have a clear understanding of what to expect in terms of service quality, making the agreement potentially one-sided.

6. Right to Amend Terms (Section 19)

Concern: Charpectrum can change the terms of the agreement at any time, with changes communicated by posting them on their website or via email. Continued use of the service is considered acceptance of the new terms.

Why it's problematic: While many contracts include clauses allowing the service provider to update terms, this one may be seen as unilateral and not providing sufficient notice or a clear process for the subscriber to reject the new terms. Consumers are often in a weaker position because they must either accept the new terms or stop using the service.

General Issues:

Vague and Unilateral Decisions: Many of the clauses give Charpectrum wide discretion in how it handles issues (e.g., mailbox deactivation, network management). The agreement may lack sufficient clarity on when and how Charpectrum will make certain decisions.

Lack of Recourse for Subscribers: The agreement predominantly focuses on protecting Charpectrum, offering limited recourse or remedies for the subscriber in cases of service failure, security issues, or penalties for spamming.

Legal Perspective:

In many jurisdictions, courts may find these clauses unenforceable if they are deemed to be overly one-sided or unconscionable. Consumer protection laws exist to prevent companies from imposing terms that unfairly disadvantage consumers. In cases where terms are particularly harsh or impose unreasonable penalties, courts may strike down or modify those clauses.

Key Takeaways:

Unconscionability refers to terms that are so one-sided that they shock the conscience or go against public policy.

Consumers should carefully review agreements, especially when a provider reserves broad rights without offering sufficient protections or remedies.

But yet in a monopoly situation, having a Terms of Service Agreement hung on you like an albatross around your neck, even if you did not read it, agree with it in any way, shape, or form, leaving consumers like Lefty out of luck and defenseless from exploitation by a monopoly corporation.

Arguments

Readability of a Contract

Legal precedent on the readability of contracts generally revolves around the principles of contract formation, enforceability, and the requirements for clear and unambiguous terms. Courts have relied on a few key principles and cases related to contract readability:

General Principle of Clarity:

Restatement (Second) of Contracts § 20: States that a contract is not enforceable if its terms are so vague that it is impossible to determine the obligations of the parties. This principle underscores the importance of clear and understandable contract terms.

Enforceability and Readability:

Williams v. Walker-Thomas Furniture Co., 350 F.2d 445 (D.C. Cir. 1965): This case addressed the enforceability of a contract with terms that were not clear and understandable to the average consumer. The court found that contracts with ambiguous or incomprehensible terms might be unenforceable.

Standard Form Contracts and Unconscionability:

Jones v. Star Credit Corp., 59 Misc.2d 189, 298 N.Y.S.2d 264 (1969): In this case, the court examined a standard form contract with terms that were deemed to be unconscionable and ***not readily understandable*** *to the average person. The court held that such contracts might be invalid if they are excessively one-sided or unfairly disadvantage one party.*

Interpretation of Ambiguous Terms:

Pacific Gas and Electric Co. v. G.W. Thomas Drayage & Rigging Co., 69 Cal.2d 33, 442 P.2d 641 (1968): This case illustrates how courts may interpret ambiguous contract terms. The court ruled that when a contract's terms are unclear, evidence of the parties' intent and context might be considered to determine the meaning.

Clear and Conspicuous Terms:

Meyer v. Uber Technologies, Inc., 868 F.3d 66 (2d Cir. 2017): The court evaluated the enforceability of an arbitration clause in a contract and emphasized that terms must be clearly presented to the parties for them to be enforceable. This case highlights the importance of making critical terms conspicuous and understandable.

In general, the readability and clarity of a contract are crucial for its enforceability. Contracts must be drafted in a way that allows all parties to clearly understand their rights and obligations. If a contract is found to be ambiguous or incomprehensible, it may be deemed unenforceable or subject to interpretation based on the parties' intentions and context.

A Terms of Service agreement is enforceable provided only that it meets the legal requirements for contracts. These requirements include:

Mutual Assent: Both parties must agree to the terms.

Consideration: There must be something of value exchanged.

Capacity: The parties must have the legal capacity to enter into a contract.

Legality: The terms must be legal and not in violation of public policy.

Clickwrap Agreements: Require users to actively click a button or checkbox to agree to the terms before using the service.

Enforceability Considerations

Clarity and Visibility: Terms must be clearly presented and accessible to users. Hidden or overly complex terms may not be enforceable.

Fairness: Terms that are excessively unfair or one-sided might be challenged in court.

The statement in the ToS that ***"Any user who does not agree to be bound by the Terms of Service should immediately stop their use of the Internet Service"*** is not legally enforceable in most jurisdictions.

1. **Unilateral Imposition:** Terms of Service (ToS) must generally be agreed upon by both parties (the user and the service provider) to be enforceable. Simply using a service **does not necessarily imply agreement** to all terms unilaterally imposed by the service provider.
2. **Consumer Protection Laws:** Many jurisdictions have consumer protection laws that require terms to be presented in a clear and fair manner. Unilaterally imposing terms and conditions without proper notification and opportunity for users to review them may violate these laws.

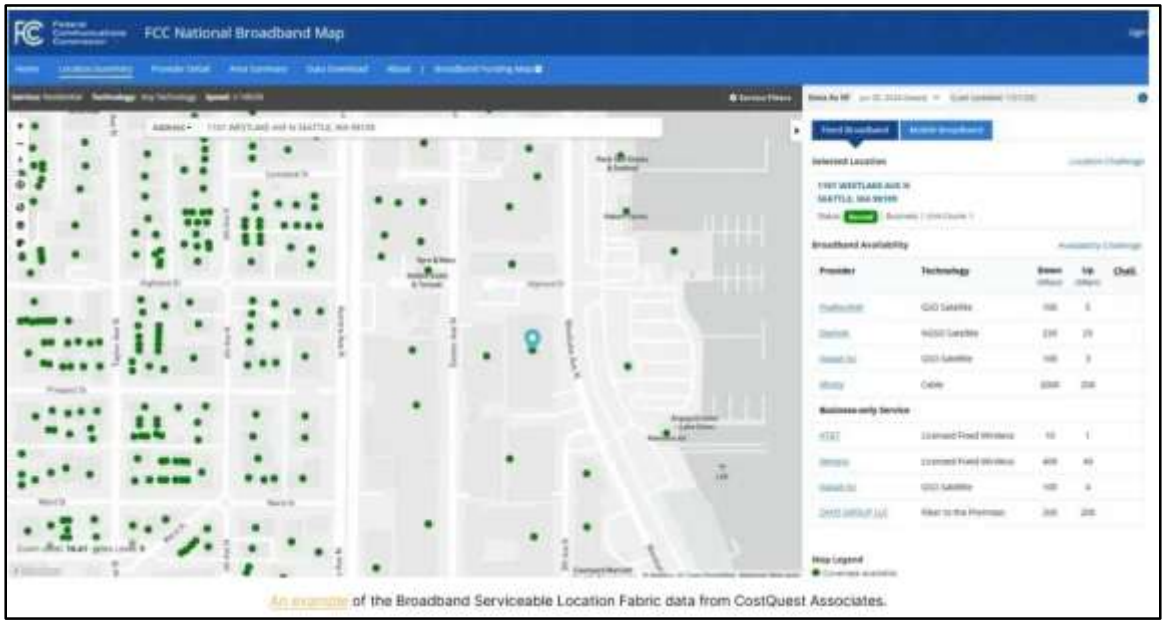
Federal Trade Commission (FTC) Act: While not a case or precedent per se, the FTC Act prohibits unfair or deceptive acts or practices in commerce. Courts have, in the past used this as a guideline to assess fairness in various agreements.

3. **Reasonableness:** Courts often require terms to be reasonable and fair to be enforceable. Forcing users to agree to all terms without negotiation or recourse might be considered unreasonable.

Practicality

In practice, stopping use of an Internet service may not be feasible or practical for a user. Many services are essential for work, communication, or daily life, as essential as water and electricity, and requiring users to cease all Internet usage is not a realistic option. For the majority of Americans, an alternate Internet service provider is not an option, especially in monopoly market conditions.
https://ilsr.org/articles/report-most-americans-have-no-real-choice-in-Internet-providers/

Many, like this appellant, have no other option for the required 300 Mbps or higher service as seen below in the FCC fabric map. (Put an address in the map and see for yourself)



https://broadbandmap.fcc.gov/home

Profiles of Monopoly: Big Cable and Telecom
https://ilsr.org/wp-content/uploads/2020/08/2020_08_Profiles-of-Monopoly.pdf

The FCC reports 49 million Americans have only one choice for Internet access.
In urban areas like Milwaukee or Madison, most households have access to multiple ISPs, whereas in rural parts of the state, the options are more limited.
https://maps.psc.wisc.gov/apps/WiscBroadbandMap/

Legal Jurisdiction

Enforcement of terms typically depends on the legal jurisdiction where the dispute arises. Different jurisdictions may have varying requirements for the enforceability of terms of service.

In summary, while Terms of Service are important for defining the relationship between users and service providers, **simply stating that users must agree or stop using the service is not legally enforceable in itself**. Service providers must ensure that users have a reasonable opportunity to review and agree to the terms before they can be considered binding.

The enforceability of a clause stating *"Any user who does not agree to be bound by the Terms of Service should immediately stop their use of the Internet Service"* can depend on several factors, including the jurisdiction and how the clause is presented. Generally, such a clause may face scrutiny under principles of contract law, particularly concerning **consent and notice**. Here are some relevant legal principles and case law that might help contextualize its enforceability:

Legal Precedents

Notice and Consent:

Case Example: Specht v. Netscape Communications Corp., 150 F. Supp. 2d 585 (S.D.N.Y. 2001). In this case, the court held that users were not bound by the terms of service because they were not adequately notified of the terms before using the software. The case emphasized that for a contract to be enforceable, users must be given clear and conspicuous notice of the terms and must have a meaningful opportunity to review them before agreeing.

Reasonable Notice:

Case Example: Nguyen v. Barnes & Noble Inc., 763 F.3d 1171 (9th Cir. 2014). The Ninth Circuit held that an online retailer's terms and conditions were enforceable because the user was given reasonable notice and an opportunity to review the terms before completing the transaction. This case illustrates the need for adequate notice and the opportunity for users to review terms.

Unconscionability and Fair Notice:

Case Example: Klos v. Lotnicze, Inc., 133 F.3d 1284 (11th Cir. 1998). This case involves the doctrine of unconscionability and highlights the importance of ensuring that terms are not hidden or unfairly imposed. Courts look at whether the terms were presented in a manner that is both clear and fair to the user.

Clickwrap and Browsewrap Agreements:

Case Example: Uber Technologies, Inc. v. Heller, 456 F. Supp. 3d 1218 (N.D. Cal. 2020). This case examined the enforceability of clickwrap agreements (where users must click to agree) and browsewrap agreements (where terms are accessible via a hyperlink). The courts have found that while clickwrap agreements are often enforceable, browsewrap agreements can be unenforceable if users do not have reasonable notice of the terms.

In summary, while a clause that demands users stop using the service if they do not agree to the terms might be an attempt to enforce agreement through a sort of "opt-out" mechanism, its enforceability will largely depend on whether the user had reasonable notice of the terms and whether they were given a fair opportunity to review them. Courts have in the past generally required clear and conspicuous notice for contract terms to be enforceable.

Bandwidth

Page 10 fourth paragraph of the Charpectrum/Charpectrum Terms of Service Agreement.

The Charpectrum/Charpectrum Internet service is **competitively differentiated, advertised, offered, priced, and billed** based on the speed or bandwidth (Mbps) of the connection desired by the customer. Yet the ToS indicates that Charpectrum/Charpectrum does not guarantee any amount of bandwidth (speed) on the Charpectrum network. Nor that any speed or throughput of the subscriber's connection to the Charpectrum network will actually be available to subscriber.

Reference

Across the U.S., people are getting about 32% of the Internet speed they pay for on average.

https://www.allconnect.com/blog/advertised-vs-actual-Internet-speeds

Data Collection and Harvesting

Page 7 of the Charpectrum/Charpectrum Terms of Service Agreement.

This agreement also allows, without making it clear to the customer, that in unencrypted DNS queries, and IP connections to remote sites, customer data is being collected and resold directly and/or indirectly via data brokers.

FTC Staff Report Finds Many Internet Service Providers Collect Troves of Personal Data, Users Have Few Options to Restrict Use

Report finds many ISPs (including Charpectrum Communications Operating LLC) use web browsing data and group consumers using sensitive characteristics such as race and sexual orientation

https://www.ftc.gov/news-events/news/press-releases/2021/10/ftc-staff-report-finds-many-Internet-service-providers-collect-troves-personal-data-users-have-few

Measuring actual delivered bandwidth in Mbps and harvesting this data derived from Ookla and Cisco/SamKnows router firmware installed in many millions of Charpectrum CPE (Charpectrum supplied routers) without explicit customer permission.
https://soundcloud.com/fiberforbreakfast/ffb-episode-184-comparing-delivered-vs-perceived-network-performance?si=e54732ada64d4159b329984501cf1d0f&utm_source=clipboard&utm_medium=text&utm_campaign=social_sharing
Bryan Darr is the Executive Vice-President of Smart Cities at Ookla, the company behind Speedtest.

"We have developed a comprehensive suite of test agents so you can measure any part of the network and customer experience at the point of connectivity or the point of use."
https://www.samknows.com/technology/agents
https://www.samknows.com/blog/testing-principles
https://www.samknows.com/products/constantcare

Legal Precedents
Legal precedents involve the terms of service agreements and privacy policies that users agree to. These documents must clearly outline what data is collected and how it is used. Courts can interpret these agreements to ensure they are fair and transparent. Consumer Protection Laws can apply if a company's data collection practices are not adequately disclosed or are misleading.
Security and Data Breach Laws address how companies should protect the data they collect and what they must do in the event of a data breach. Failing to meet these standards can lead to legal consequences.

In re Facebook, Inc. Internet Tracking Litigation (2019):
Issue: This case involved Facebook's tracking of users even after they logged out of the platform.
Outcome: The Ninth Circuit Court allowed the case to proceed, finding that users could potentially claim privacy violations if they had not consented to such tracking.
In "R.J. et al v. Froedtert Health, Inc.(2023)" United States District Court for the Eastern District of Wisc is 23-cv-00955, involves a data breach related to the Pixel, a device manufactured by Google.
Incident: Froedtert Health, which operates several hospitals and clinics, experienced a data breach involving a Pixel device. The breach reportedly involved the unauthorized collection and sharing of sensitive patient data with Google.
Nature of the Breach: According to reports, the Pixel device was used in a manner that inadvertently sent patients' sensitive information, including health data, to Google without proper authorization or consent. The data included details such as medical diagnoses and treatment information.

Conclusion
The class action lawsuit against Froedtert Health reflects broader concerns about data privacy and security, especially in the context of sensitive health information. It serves as a reminder of the importance of robust data protection measures and the need for transparency in handling patient information.

Charpectrum Communications (which operates under the Charpectrum brand) has faced various legal challenges and regulatory scrutiny related to privacy and data practices.

In re: Charpectrum Communications, Inc., Customer Privacy Litigation (2017):

Issue: This case involved allegations that Charpectrum Communications (Charpectrum) violated privacy laws by tracking users' Internet activity and collecting data without adequate consent.

Outcome: The case was settled with Charpectrum agreeing to pay a settlement. The settlement terms often include changes in privacy practices and improvements in data handling procedures, but it did not result in a major legal precedent. As such, no legal citations are available to reference.

FCC and FTC Actions:

Charpectrum Communications has faced regulatory scrutiny from the Federal Communications Commission (FCC) and the Federal Trade Commission (FTC) regarding its data practices and customer privacy.

State-Level Actions:

Various states have enacted privacy laws that affect how companies like Charpectrum Communications handle customer data. California's Consumer Privacy Act (CCPA) and the California Privacy Rights Act (CPRA) impose requirements on data collection, user consent, and transparency that impact how Charpectrum/Charpectrum must operate in California.

Class Action Lawsuits:

Charpectrum Communications has faced class action lawsuits related to data privacy and consumer protection. These cases often involve claims about inadequate disclosure of data collection practices or failure to protect consumer data, but they typically result in settlements rather than landmark legal precedents.

While these instances highlight important privacy issues related to Charpectrum/Charpectrum, they are also part of a broader legal and regulatory context rather than establishing direct, specific legal precedents unique to the company. The evolving nature of privacy law means that practices and precedents are continually developing.

Charpectrum Communications, which operates under the Charpectrum brand, has experienced data breaches in the past. Here are a few notable incidents:

2015 Data Breach:

Incident: In 2015, Charpectrum Communications was reported to have suffered a data breach involving the exposure of customer data. The breach was linked to a third-party vendor that had access to Charpectrum customer information.

Details: The data exposed included customer names, addresses, and account numbers. Charpectrum took steps to address the breach and notified affected customers.

2017 Data Breach

Incident: In 2017 it was discovered that a third-party vendor had left Amazon Web Services (AWS) S3 buckets unsecured, exposing over 600 GB of data containing records on approximately 4 million Time Warner customers. Time Warner was acquired by Charpectrum Communications in 2016.

2020 Data Breach:

Incident: In 2020, Charpectrum was involved in a data breach that affected its employees. The breach was reportedly due to a phishing attack targeting employee credentials.

Details: This breach led to unauthorized access to employee data, including personal information and financial details. The company responded by enhancing its security measures and providing support to affected employees.

….2023 Data Breach

Incident: In 2023 the company faced a significant data breach when a third-party vendor's security was compromised, exposing the personal information of over 550,000 customers, including their names, account numbers, and addresses. There are no specific details on class-action or single-plaintiff lawsuits resulting from the Charpectrum Communications 2023 data breach. Nonetheless, it is common for affected individuals to seek legal recourse for damages incurred by these incidents

Charpectrum Subscriber Annual Privacy Notice (2023)

"However, we cannot guarantee that these practices will prevent every unauthorized attempt to access, use, or disclose Charpectrum information."

https://www.charpectrum.com/policies/Charpectrum-customer-privacy-policy

Section 134.98 of the Wisc Statutes *requires most businesses to notify individuals if an unauthorized person has acquired their personal information. The business must be operating in Wisc and maintaining personal information about individuals who reside in Wisc.*

https://datcp.wi.gov/Documents/IDTheftDataBreach607.pdf

Conclusion

The Charpectrum/Charpectrum Terms of Service Agreement reads that by accepting the service you automatically agree to the Terms of Service, (ToS), yet is it still possible (even with promotional discounts) that this ToS was never agreed to or even read by the Appellant and those actions were in fact not even necessary to obtain this service.
It is the Appellants view that the court has erred in its interpretation of these legal facts and contract related legal practice and precedents.

Appeals Court Reconsideration of Appeals Decision

OFFICE OF THE CLERK

WISC COURT OF APPEALS

The Honorable Circuit Court Judge Wannabe
Electronic Notice
Clerk of Courts

To:
August 23, 2024
Attorney Rodney Q. Doofus
Dewey, Cheatem, and Howe S.C.
Electronic Notice
Clerk of Circuit Court County Courthouse
Electronic Notice

Mr. Lefty Insider
42 No Decent Internet Drive
Exploited, WISC 500-30

You are hereby notified that the Court has entered the following order: 2024APxxx
Before The Honorable Appeals Court, Judge Bought and Paid For
Lefty Insider v. Charpectrum Communications Inc. (L.c. # 2023SCxxx)
The appellant moves for reconsideration of the opinion entered on August 7, 2024. WIS.STAT. RULE 809.24(1). The motion does not persuade us that reconsideration is warranted. Therefore,
IT IS ORDERED that the motion for reconsideration is denied. WIS. STAT. RULE 809.24(2).

Clerk of Court Appeals

WISC Supreme Court

From: 'Lefty Insider' <lefty@insiderpub.io>
Sent: Monday, August 26, 2024 4:07 PM
To: Deputy Clerk < deputy.clerk@wisccourts.gov >
Subject: PETITION FOR REVIEW IN SUPREME COURT and APPENDIX TO THE PETITION FOR REVIEW IN SUPREME COURT

Hi Deputy Clerk,
I have a number of court procedural questions that I am hoping you can help me with.

"A $195.00 filing fee is due at the time of the filing of a Petition for Review."
https://www.wisccourts.gov/publications/guides/docs/seekingreviewbooklet.pdf.
https://www.wisccourts.gov/publications/guides/docs/Pro se appealsguide.pdf

1. Does this mean that I can send a check to accompany the Petition?
2. I see no specific guidance on filing for Pro se Petitioners, can you help with this?
3. As the court e-filing system has many limitations regarding file types and sizes, I would like to file the Appendix as digital copies to the court as primarily .pdf files via an enclosed usb drive. Can this work with about 4,100 files, including more than 240 folders and subfolders, and is about 3 GB in combined file sizes? Or what would you suggest would be in compliance with court rules and procedures https://www.wicscourts.gov/sc/rulhear/DisplayDoc.pdfcontent=pdf&seqNox
5. I don't really see anything in 809.19 that regards Pro se petitioners. Does this double space requirement apply to Pro se petitioners?

809.81 Rule (Form of papers). The format of a document filed in the court must conform to the following requirements unless expressly provided otherwise in these rules:

(4) Spacing and margins. Double-spaced with a minimum of a 1.25-inch margin on the right and left sides, and a minimum of a 1-inch margin on the top and bottom.

1) The formatting of documents, including form, pagination, and length, shall be as provided in the new rules. See new § 809.19 (8) (b), (bm), and (c); 809.81.
2) The appendix shall be formatted in accordance with the new rules. See new § 809.19 (2) https://docs.legis.wisc.gov/statutes/statutes/809/ii/19

Thanks,
Lefty

From: Deputy Clerk [mailto: deputy.clerk@wisccourts.gov]
Sent: Wednesday, August 28, 2024 11:21 AM
To: Lefty Insider' lefty@insiderpub.io
Subject: RE: PETITION FOR REVIEW IN SUPREME COURT and APPENDIX TO THE PETITION FOR REVIEW IN SUPREME COURT

Hi Lefty,

1. Yes, you can send a check for $195 accompanying the Petition for Review. Please make sure it is made out to the "Supreme Court of Wisc" or "Clerk of the Supreme Court of Wisc." You can also may the filing fee online at https://wcca.wisccourts.gov/payOnline.html.
2. Please refer to page 40 (section #9) of the Guide to Wisc Appellate Procedure for the Self-Represented Litigant regarding guidance. https://www.wicourts.gov/publications/guides/docs/Pro seappealsguide.pdf
3. The court cannot accept a usb drive for filing as we do not have the means to access the documents on the drive. If you wish to e-file your appendix will need to upload as a single document through e-filing (Pursuant to Rule 809.19(2)(ae)). If you would like to file an oversized appendix you will need to motion the Court to do so.
4. The form and length requirements outlined by Wisc Statue 809.62(4) are the same for Pro se litigants.

Please feel free to reach out to our office with any further questions.
Deputy Clerk
Wisc Court of Appeals

From: 'Lefty Insider' <lefty@insiderpub.io>
Sent: Wednesday, August 28, 2024 2:22 PM
To: Deputy Clerk < deputy.clerk@wisccourts.gov >
Subject: RE: PETITION FOR REVIEW IN SUPREME COURT and APPENDIX TO THE PETITION FOR REVIEW IN SUPREME COURT

"If you wish to e-file your appendix will need to upload as a single document through e-filing (Pursuant to Rule 809.19(2)(ae)). If you would like to file an oversized appendix you will need to motion the Court to do so."

Deputy Clerk,
Can you provide a phone number to discuss this tomorrow morning?
Lefty

From: Deputy Clerk [mailto: deputy.clerk@wisccourts.gov]
Sent: Wednesday, August 28, 2024 2:46 PM
To: Lefty Insider' lefty@insiderpub.io
Subject: RE: PETITION FOR REVIEW IN SUPREME COURT and APPENDIX TO THE PETITION FOR REVIEW IN SUPREME COURT

Hi Lefty,
I am out of office tomorrow so I am only available by email. Otherwise I will be back in the office on Friday.
Deputy Clerk, Wisc Court of Appeals

From: 'Lefty Insider' <lefty@insiderpub.io>
Sent: Wednesday, August 28, 2024 3:29 PM
To: Deputy Clerk < deputy.clerk@wisccourts.gov >
Subject: RE: PETITION FOR REVIEW IN SUPREME COURT and APPENDIX TO THE PETITION FOR REVIEW IN SUPREME COURT

Deputy Clerk,
Ok, if you give me a phone number I will call on Friday morning.
As a heads up, I have outlined the issues I wish to discuss with you and/or perhaps Samuel in a numbered agenda of sorts below.
Thanks,
Lefty

"(Rule 809.19(2)(ae. The appendix shall be filed as a single document separate from the brief. Each document shall be imaged at a resolution sufficient to ensure legibility."

The Wisc Supreme Court e-filing system generally accepts the following file types and sizes:
File Types
• PDF (.pdf): The most commonly used format for e-filing documents.
• Word (.doc, .docx): Although less common, Word documents may be accepted but are often converted to PDF for submission.
• Excel (.xls, .xlsx): For spreadsheets, though these are often converted to PDF before submission.
File Sizes
• Maximum File Size: **Typically, the maximum file size for each document is 25 MB.** However, this limit can vary based on the specific court rules or updates to the system.

My LEFTY INSIDER VS CHARPECTRUM COMMUNICATIONS court case root file folder is 3.16 GB in size and the LEFTY INSIDER VS CHARPECTRUM COMMUNICATIONS .zip file is 2.58 GB compressed into a zip file using the 7-Zip Ultra compression level.

Can one of your IT tech creates an exception to a specific air-gapped server location to upload and quarantine this file, or perhaps can they physically transfer this file onto your local system from a usb drive?

This issue is extremely important to my overall case and this Petition as:
1. This Appendix consists of computer generated digital files, which could be delivered to this court via certified postal mailed usb drives, and which would otherwise would require many thousands of pages of paper.
2. Digital files presented to the County Clerk of Courts on usb drives and delivered over postal mail (certifications of mailing included) to both the court and the defendant, were not entered into the state electronic filing system do to the limitations and perhaps obstruction of this county clerk's office.

3. It is the contention of this Plaintiff and Appellant that the Wisc court electronic files system is technically deficient for this purpose as well, due to file size limitations, file type limitations, no hierarchical management system (folders and subfolders), etc.

4. As this plaintiff has indicated in previous motions and court documents, the Clerk of Courts has not fully submitted the Plaintiffs paper documents as filed by this Plaintiff at the clerk's office. Those that were filed, were not done so in a clearly understandable manner, as remarked on by the trial judge. As a result, these paper documents are not well represented in the e-filing system, nor have the digital files even been submitted at all. The defendant in this case does in fact have them, because the Plaintiff sent them directly by postal mail, and has the receipts as proof.

5. This compilation of files has been accomplished with an extraordinary expenditure of both time and effort involved should not be easily dismissed.

6. While there were one hundred plus documents filed by the Clerk of Courts office on behalf of this Plaintiff in the Small Claims and Circuit Court cases, there are in addition thousands of documents and files not entered into the court system, but included here. These files were instead sequestered and stored on usb drives for local Clerk of Courts policy reasons. Many of these files consist of the actual files used to create much larger witness testimony presentation and evidentiary documents and thus are the rationale for their large number. These completed documents and associated files were in fact however delivered at that time to the defendant via usb drives serving to fulfill plaintiff legal discovery requirements and obligations.

7. These digital files have been converted to .pdf format so as to not require any additional computer software beyond a pdf reader or web browser. These files almost without exception were created locally and not downloaded from the Internet. Those few that were, came from only trustworthy sources. MS Outlook msg files remain unconverted as to easily identify and understand them as email correspondence. This usb drive has been scanned for malware with Microsoft Security Essentials, and Malwarebytes software and is thus indicated and projected as clean and free of malware and viruses.

Btw, I am a retired computer engineer,

Lefty

From: Deputy Clerk [mailto: deputy.clerk@wisccourts.gov]

Sent: Wednesday, August 28, 2024 4:28 PM

To: Lefty Insider' lefty@insiderpub.io

Subject: RE: PETITION FOR REVIEW IN SUPREME COURT and APPENDIX TO THE PETITION FOR REVIEW IN SUPREME COURT

I will be in a meeting Friday morning from 8-10 but will be available after. You can reach me at (608)-xxx-xxxx and we can discuss your email below.

Deputy Clerk

Court of Appeals

Supreme Court Petition

STATE OF WISC
SUPREME COURT
APPEAL NO: 2024AP000xxx

LEFTY INSIDER,
Plaintiff-Appellant
v.
CHARPECTRUM COMMUNICATIONS INC.
dba Charpectrum Mid-America, LLC
Defendant-Respondent

Small Claims Court
Case No. 2023SC000xxx
Commissioner Attorney Over His Head, Presiding

Circuit Court
Case No. 2023SC000xxx
The Honorable Judge Wannabe, Presiding

Appeal from the Court Of Appeals
Appeal No: 2024ap000xxx
The Honorable Judge Bought and Paid For, Presiding

PETITION FOR REVIEW IN SUPREME COURT

Mr. Lefty Insider, Pro se
42 No Decent Internet Drive
Exploited, WISC 500-30
lefty@insiderpub.io

September 3, 2024

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Statement of Issues and Why the Supreme Court Should Review this Petition

The critically important questions this Petitioner respectively seeks answers to from this esteemed court are:

1. Can a senior citizen Pro se plaintiff seek out and receive legal relief from financial corporate monopoly exploitation in the Court system, when all other political, legal advisory, regulatory and consumer protection avenues have failed him?
2. Or is his fate to be determined by said system without sufficient adjudication, and without a vigorous evidentiary examination and debate by a judge and jury of his peers of his case within the Court System?

Note: The following enclosed audio recording, and well as textual transcription, is most indicative and illustrative of the dismissive and abusive treatment of this plaintiff by the court.

23SCxxx 3.28.2024 Court Trial.mp3

23SCxxx 03.28.2024 Court Trial.pdf

This Plaintiff has pursued every imaginable and legally available avenue to address, correct, and seek redress of his continued exploitation from a monopoly corporation that is involved in the provision of Internet service.

His multi-year determined and unrelenting actions have sought out assistance from, and has not been successful in obtaining help from:

1. Charpectrum Technical Support App., p.6

From field support, to network engineers, to the VP of Operations for WISC (~300 emails, a dozen hours of phone calls, and thousands of speed test results). No resolution other than a brief price discount.

2. The Better Business Bureau (BBB) App., p.6

Agreed to place yet another black mark on their permanent record to join their Consumer Reports "F" rating. But no other assistance.

3. The FCC App., p.7

Simply serves as a clearing house of complaints. No other assistance.

4. The FTC App., p.7

Simply serves as a clearing house of complaints. No other assistance.

5. The WISC DATCP App., p.8

Simply serves as a clearing house of complaints. A massive amount of conversations both by phone and email, but no other assistance.

6. The WISC AG's office App., p.8

Is not interested in the Plaintiffs case and refers to the DATCP.

7. The Electronic Frontier Foundation (EFF) App., p.8

No attorneys available for assistance.

8. Wisc Politicians App., p.9

Have no interest in getting involved in this dispute, thus no assistance.

9. WISC Public Service Commission (PSC) App., p.10

Regulates some telecommunications, but not for this Appellant.

10. Local Attorneys and other legal advice App., p.10

Received some limited guidance, but no direct assistance for less than $5000 or more in fees of upfront monies, with no guarantees.

11. Speedtest Results (data driven factual evidence) App., p.11

Less than billed speed at all six speed tiers over six years of service.

12. Some Additional Materials of Interest App., p.11

Uncategorized files of factual evidentiary evidence.

13. Charpectrum Bills App., p.12

A small sample of 72 total bills received to this point, showing the progression of billing costs over six years.

A. Small Claims Court App., p.12

Ruled against for insufficient evidence, without the Plaintiff being granted motioned witness and discovery requests and time to present.

B. Circuit Court App., p.12

Verbally diminished and denigrated the Plaintiff, denied all Motions and Subpoenas and dismissed the case based on an erroneous point of fact.

C. Court of Appeals App., p.13

Ruled against an Appellant brief and Motion for Reconsideration brief based on several erroneous points of fact.

D. Supreme Court Petition for Review App., p.14

Upheld the ruling against Appellant brief and Motion for Reconsideration despite based on several erroneous points of fact, and errors of law.

Arguments

As a layperson my current understanding of the law and court procedures is that when a party files a Motion for Reconsideration in the Wisc Court of Appeals, the court is legally bound to consider numerous factors:

1. New Evidence or Legal Arguments: The Appellants Motion for Reconsideration did present new evidence and legal arguments that were not previously considered, due to the Appeals Court opening this avenue of debate. This included new facts and a restatement of facts that could affect the court's decision. Appellants Motion for Reconsideration Appendix p.,3

2. Errors of Law or Fact: The Appellants Motion for Reconsideration did argue that the court made a significant error in interpreting the law and facts of the case. This involved claims that the court overlooked and misapplied relevant legal principles and facts. Appellants Motion for Reconsideration p.,2-4

3. Clarification: The Appellants Motion for Reconsideration was filed to seek addition clarification and correction of a ruling that was in fact ambiguous and unclear. The court's original decision was not properly understood and the implementation and the path forward for this Appellant left unclear. Appellants Motion for Reconsideration Appendix p.,3-4, 4-17

4. Precedent and Policy: The court's decision did not rule on alignment with established legal precedents and policy considerations. This decision appears inconsistent with prior rulings and legal principles, and was argued as such in the Appellants Motion for Reconsideration Appendix.

Appellants Motion for Reconsideration Appendix p.,18-21

5. Impact on Justice: It is unclear if the court considered whether reconsidering the decision serves the interests of justice. The original decision has in fact resulted in an unfair outcome and has overlooked significant factors, which should have been a basis point for reconsideration.

Appellants Motion for Reconsideration Appendix p.,18-21.

6. Procedural Requirements: This Pro se Motion for Reconsideration was a best Pro se effort to adhere to procedural rules of filing, requirements, and content and should not be a legitimate reason for motion denial.

Appellants Motion for Reconsideration p.,22-25

7. Standard of Review: The Pro se Motion for Reconsideration is believed to have met and exceeded a high standard and provided substantive reasons that warranted revisiting the decision. THIS PETITION SUPREME COURT p.,6

The Appellants Motion for Reconsideration legally requires a careful review by the Court of Appeals to ensure that any new or overlooked issues are properly addressed while at the same time maintaining the integrity of the appellate process.

Based on the Friday August 22nd mail delivery to the Monday August 26th mailed decision receipt, there is some significant doubt in the mind of this Appellant that a rigorous review actually occurred.

2024APxxx Before The Honorable Supreme Court, Judge Partisan as Hell

Lefty Insider v. Charpectrum Communications Inc. (L.c. # 2023SCxxx)

The appellant moves for reconsideration of the opinion entered on August 7, 2024. WIS.

STAT. RULE 809.24(1). The motion does not persuade us that reconsideration is warranted.

Therefore,

IT IS ORDERED that the motion for reconsideration IS denied. WIS. STAT. RULE 809.24(2). https://docs.legis.wisc.gov/statutes/statutes/809/ii/24

Denial of Motion for Reconsideration.pdf

Conclusion

As an native senior citizen of this State, it seems absolutely unconscionable to this Plaintiff/Appellant to receive such a curt, undefended, and unjustified response from the Appellant court. There was no attempt by this court to argue against demonstrable rational, provable, and logical facts and cited legal precedents. An attempt was made to enlighten those evidentiary facts and testimony were deemed valid by this Appellant and explicitly and rigorously argued by this Plaintiff/Appellant to the Appeals Court. These arguments were then ultimately rejected without comment in a seemingly indefensible manner by this Appeals court.

This Plaintiff/Appellant has now accessed three levels of the Court system, and has been denied any trial opportunity for an honest adjudication to comprehensively argue legal and factual points to be able to get to the merits of the original case.

This has occurred despite raising valid legal issues that remain un-adjudicated and with no relief from the Appellants current and ongoing harm, nor has it been provided or even entertained by these courts.

It would not seem unreasonable at this point for this Plaintiff/Appellant to conclude that this case, originated with a Summons and Complaint, has not been allowed to proceed as warranted by his rights as a citizen.

This petition is truly the court of last resort for this plaintiffs thus far apparent Quixotic quest for relief from corporate monopoly exploitation.

It is the view of this Plaintiff/Appellant that the County court system has previously demonstrated a lack of commitment to a free and fair trial in this matter under existing law. There also remains some real doubt about achieving an unbiased hearing of this case, demonstrated through a lack of determinations of the merit of written and oral arguments. In addition this would include a critical review of motions and subpoenas, and a commitment of time and courtroom resources to adjudicate this fairly complex case with the necessary legal work ethic, the intellectual rigor, and ethical rigidity deserved for a citizen.

This Petitioner is aware that this treatise only serves to identify the problems, challenges, and opportunities herein, but the remedies would demonstrably seem to be well beyond this Petitioners control.

The scales of the blind Lady Justice that are recalled in memory, do not allow thumbs nor egg timers to be placed on them.

This Petitioner seeks redress only to be allowed to present witness testimony and factually rigorous evidence in a trial to a jury of his peers.

Additional Information

It is clear based on the reference below, that a jury decision can in fact be appealed and thus it can legally be made available to the Plaintiff.

Appeal a jury trial decision

SCC-6000x, 05/16 Basic Guide to Wisc Small Claims Actions, Page 12 of 18

PETITION FOR REVIEW

https://www.wisccourts.gov/publications/guides/docs/Proseappealsguide.pdf

Petition for Review in Supreme Court

A party may file a Petition for Review from an adverse decision issued by the Court of Appeals. A Petition for Review must be filed (e.g., physically received) with the Supreme Court Clerk within 30 days of the Court of Appeals decision, or, if a Motion for Reconsideration has been filed in the Court of Appeals, within 30 days of the Court of Appeals decision on the motion. See 808.10. https://docs.legis.wisc.gov/statutes/statutes/808/10

The Supreme Court has discretion whether or not to accept the case for review. Review will be granted only when special and important reasons are presented.

See 809.62(1) for information regarding the review. https://docs.legis.wisc.gov/statutes/statutes/809/vi/62

A $195.00 filing fee is due at the time of the filing of a Petition for Review.

The Supreme Court has not set a date to begin mandatory e-filing. Parties to a Supreme Court case should file and serve documents using paper processes until further notice.

See the Appellate Rules and the Supreme Court's publication, Filing a Petition for Review, available from the Clerk's Office and on-line at: https://www.wisccourts.gov/publications/guides/docs/seekingreviewbooklet.pdf.

The Interim Rules regarding electronic filing in the Supreme Court can be viewed at: https://www.wisccourts.gov/sc/rulhear/DisplayDocument.pdf?content=pdf&seqNo=378648.

1) The formatting of documents, including form, pagination, and length, shall be as provided in the new rules. See new § 809.19 (8) (b), (bm), and (c); 809.81. https://docs.legis.wisc.gov/statutes/statutes/809/ii/19

2) The appendix shall be formatted in accordance with the new rules. See new § 809.19 (2) https://docs.legis.wisc.gov/statutes/statutes/809/ii/19

3) In re Interim Court Rule Governing Electronic Filing in the Supreme Court https://www.wisccourts.gov/sc/rulhear/DisplayDocument.pdf?content=pdf&seqNo=378648

Motion to the WISC SC for a Digital Appendix

STATE OF WISC, SUPREME COURT		
LEFTY INSIDER, Pro se **Plaintiff, Appellant, Petitioner** -vs- **CHARPECTRUM COMMUNICATIONS INC.** **dba Charpectrum Mid-America, LLC** **Defendant-Respondent.**	**Motion for the Court to Give Permission to bring -in Unrecorded Digital Files and to Allow for an Oversized Appendix**	
	Case No's Case No. 2023SC000xxx Appeal No: 2024ap000xxx	

Lefty Insider, the Petitioner moves the court, pursuant to (specify statute or rule under which motion is made) as follows:

SC-6000X.02123 Basic Guide to Wisc Small Claims Actions Page 9 of 18

The Plaintiff submitted usb drives that were sequestered and not entered into the evidence file collections. See SCC Records.pdf and CC Records.pdf

Date: September 3, 2024

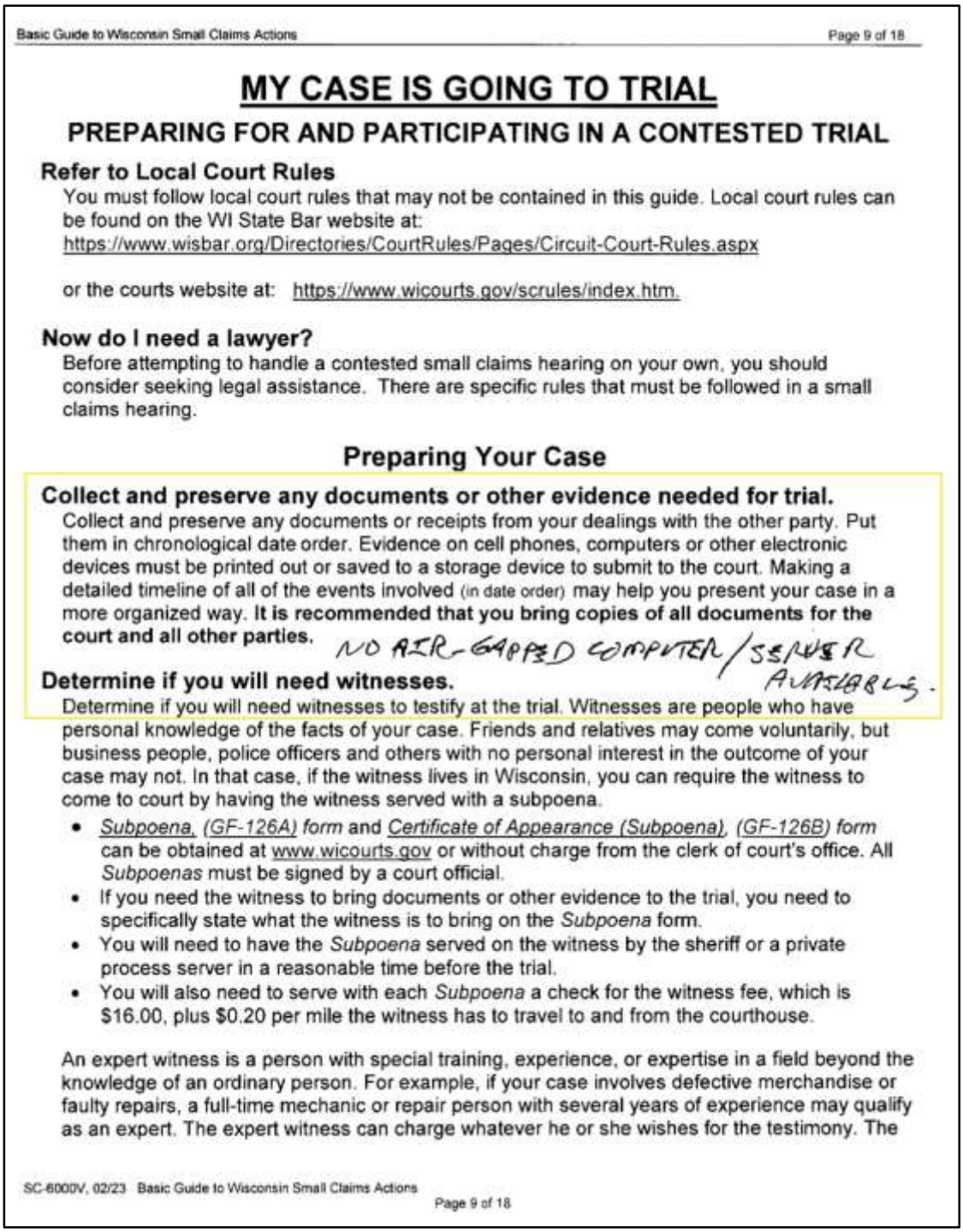
Signature of Filing Attorney or Party	Telephone Number	State Bar Number (if applicable) Pro se
Lefty Insider	262.xxx.xxxx	
Name Printed or Typed Lefty Insider	Email Address (if any) lefty@insiderpub.io	

Address 42 No Decent Internet Drive Exploited, WISC 500-30

This completed form must be *filed* with the clerk of the Court of Appeals, and copies must be served upon opposing counsel and/or parties.

Digital Evidence for Small Claims Hearing and Circuit Court Trial

The Plaintiff's submitted usb drives (2) were sequestered and not entered into the evidence file collections. See SC Records.pdf and CC Records.pdf.



Basic Guide to Wisconsin Small Claims Actions Page 9 of 18

MY CASE IS GOING TO TRIAL

PREPARING FOR AND PARTICIPATING IN A CONTESTED TRIAL

Refer to Local Court Rules

You must follow local court rules that may not be contained in this guide. Local court rules can be found on the WI State Bar website at:
https://www.wisbar.org/Directories/CourtRules/Pages/Circuit-Court-Rules.aspx

or the courts website at: https://www.wicourts.gov/scrules/index.htm.

Now do I need a lawyer?

Before attempting to handle a contested small claims hearing on your own, you should consider seeking legal assistance. There are specific rules that must be followed in a small claims hearing.

Preparing Your Case

Collect and preserve any documents or other evidence needed for trial.

Collect and preserve any documents or receipts from your dealings with the other party. Put them in chronological date order. Evidence on cell phones, computers or other electronic devices must be printed out or saved to a storage device to submit to the court. Making a detailed timeline of all of the events involved (in date order) may help you present your case in a more organized way. **It is recommended that you bring copies of all documents for the court and all other parties.** NO AIR-GAPPED COMPUTER/SERVER AVAILABLE.

Determine if you will need witnesses.

Determine if you will need witnesses to testify at the trial. Witnesses are people who have personal knowledge of the facts of your case. Friends and relatives may come voluntarily, but business people, police officers and others with no personal interest in the outcome of your case may not. In that case, if the witness lives in Wisconsin, you can require the witness to come to court by having the witness served with a subpoena.

- *Subpoena, (GF-126A) form* and *Certificate of Appearance (Subpoena), (GF-126B) form* can be obtained at www.wicourts.gov or without charge from the clerk of court's office. All *Subpoenas* must be signed by a court official.
- If you need the witness to bring documents or other evidence to the trial, you need to specifically state what the witness is to bring on the *Subpoena* form.
- You will need to have the *Subpoena* served on the witness by the sheriff or a private process server in a reasonable time before the trial.
- You will also need to serve with each *Subpoena* a check for the witness fee, which is $16.00, plus $0.20 per mile the witness has to travel to and from the courthouse.

An expert witness is a person with special training, experience, or expertise in a field beyond the knowledge of an ordinary person. For example, if your case involves defective merchandise or faulty repairs, a full-time mechanic or repair person with several years of experience may qualify as an expert. The expert witness can charge whatever he or she wishes for the testimony. The

SC-6000V, 02/23 Basic Guide to Wisconsin Small Claims Actions
Page 9 of 18

Rationale for Motion to include digital files in an expanded Appendix

This Appendix PETITION APPX SUP COURT.pdf consists of a computer generated digital file system, delivered to this court via certified postal mailed usb drives, otherwise requiring many thousands of pages of paper.

Digital files presented to the County Clerk of Courts on usb drives (2) and delivered over postal mail (certifications of mailing included) to both the court and the defendant, were not entered into the state electronic filing system. This due to local limitations and perhaps obstruction of this county clerk's office, as has been indicated in previous motions and court documents

It is the view of this Plaintiff and Appellant now Petitioner that the WISC court electronic files system is technically deficient and woefully inadequate for this purpose, as acknowledged to this Plaintiff by telephone support staff. This is due to file size limitations, file type limitations, no hierarchical management system (folders and subfolders), etc. Hypertext links have been added where appropriate and helpful.

Those paper documents that were filed, were not done by the Clerk of Courts office in a clearly understandable manner, as remarked on by the trial judge. As a result, these paper documents are not well represented in the e-filing system, nor have the digital files been submitted at all. The defendant does in fact have them, because the Plaintiff sent them directly, and has receipts as proof.

The attached usb drive contains about 4,000 files, in more than 240 folders and subfolders, and is about 3 GB in combined file sizes. This is a full and complete record of all related files provided to the courts and to the defendant in both paper and usb drive formats for discovery purposes. This digital appendix has been curated, and culled for relevance into a layperson understandable index of digital files covering more than three years of Charpectrum complaint related documents. Some duplications may exist where necessary for clarity, convenience, or in some cases inadvertently.

USB drive contents
Folders on this USB drive.

Name	Date modified	Type
0-Part Three_Class Action (Parens patriae) Lawsuit	2/1/2025 8:56 AM	File folder
1-Charpectrum Complaints	2/1/2025 9:08 AM	File folder
2-The Better Business Bureau (BBB)	2/1/2025 8:57 AM	File folder
3-FCC	2/1/2025 8:57 AM	File folder
4-FTC	2/1/2025 8:57 AM	File folder
5-WI DATCP	2/1/2025 8:57 AM	File folder
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10-Local Attorneys	2/1/2025 8:56 AM	File folder
11-Speedtest Results	2/1/2025 8:56 AM	File folder
12-Some Additional Materials of Interest	2/1/2025 8:57 AM	File folder
13-Charpectrum Bills	2/1/2025 8:57 AM	File folder
A. Small Claims Court	2/1/2025 8:59 AM	File folder
B. Circuit Court	2/1/2025 8:59 AM	File folder
C. Court of Appeals	2/1/2025 9:00 AM	File folder
D. Supreme Court	2/1/2025 9:00 AM	File folder
Usefull web links	2/1/2025 9:00 AM	File folder

Conclusion

This Petitioner asks the court to allow a complete record of the evidence to be made available to the court for current and potential future trial adjudications should the court allow.

Your decision on this Motion is especially important as the Small Claims court negative decision cited a lack of evidence. Plaintiff Response to Quash.pdf , COURTS DECISION AND ORDER.pdf, and PLANTIFFS POST-TRIAL BRIEF.pdf

The Circuit Court case was dismissed due to court misunderstandings and factual errors (in the view of this Plaintiff). ORDER FOR DISMISSAL (Court Order).pdf

Similarly, the Court of Appeals decisions Court of Appeals Decision.pdf and

Denial of Motion for Reconsideration.pdf on the Appellate Brief and Motion to Reconsider were similarly flawed due to court misunderstandings and factual errors (in the view of this Petitioner, Appellant, and Plaintiff).

Contained within this digital record exists a clarifying and massive amount of factual evidence and first and second hand witness testimony, if allowed by this court to enter this case.

SUPREME COURT
APPEAL NO: 2024AP000xxx

LEFTY INSIDER,
Plaintiff-Appellant-Petitioner,
v.
CHARPECTRUM COMMUNICATIONS INC.,
dba Charpectrum Mid-America, LLC
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APPENDIX TO THE PETITION FOR REVIEW IN SUPREME COURT

Mr. Lefty Insider
42 No Decent Internet Drive
Exploited, WISC 500-30
lefty@insiderpub.io

September 3, 2024

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FCC	App., p.8
FTC	App., p.8
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Rationale for Inclusion of this Appendix

This Appendix consists of computer generated digital files, delivered to this court via certified postal mailed usb drives, and which would otherwise would require many thousands of pages of paper.

Digital files presented to the County Clerk of Courts on usb drives and delivered over postal mail (certifications of mailing included) to both the court and the defendant, were not entered into the state electronic filing system (sequestered) due to the limitations and perhaps obstruction of this county clerk's office.

It is the contention of this Plaintiff and Appellant that the Court electronic file system is technically deficient, antiquated, and wholly inadequate for this purpose as well, due to file size limitations, file type limitations, no hierarchical management system (folders and subfolders), etc.

As this plaintiff has indicated in previous motions and court documents, the Clerk of Courts has not fully submitted the Plaintiffs ***paper*** documents as filed at the clerk's office. Those that were filed, were not done so in a clearly understandable manner, as remarked on by the trial judge. As a result, these paper documents are not understandably represented in the e-filing system, nor have the digital files been submitted at all. The defendant does in fact have possession of them, as the Plaintiff sent them directly, and has the receipts as proof.

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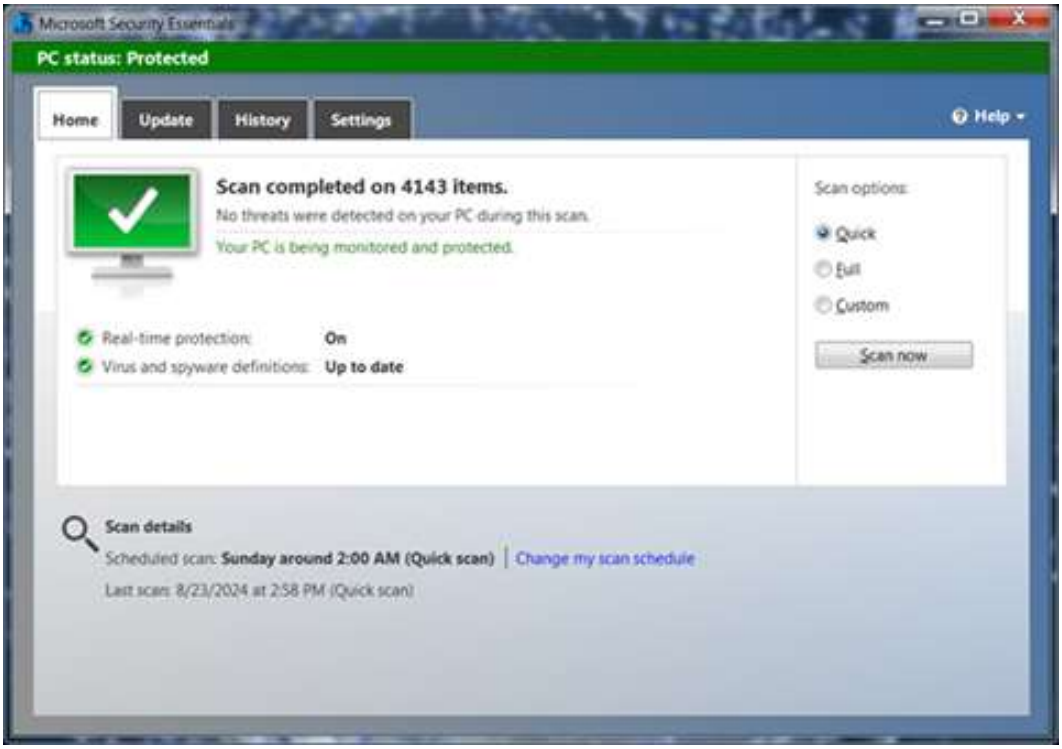
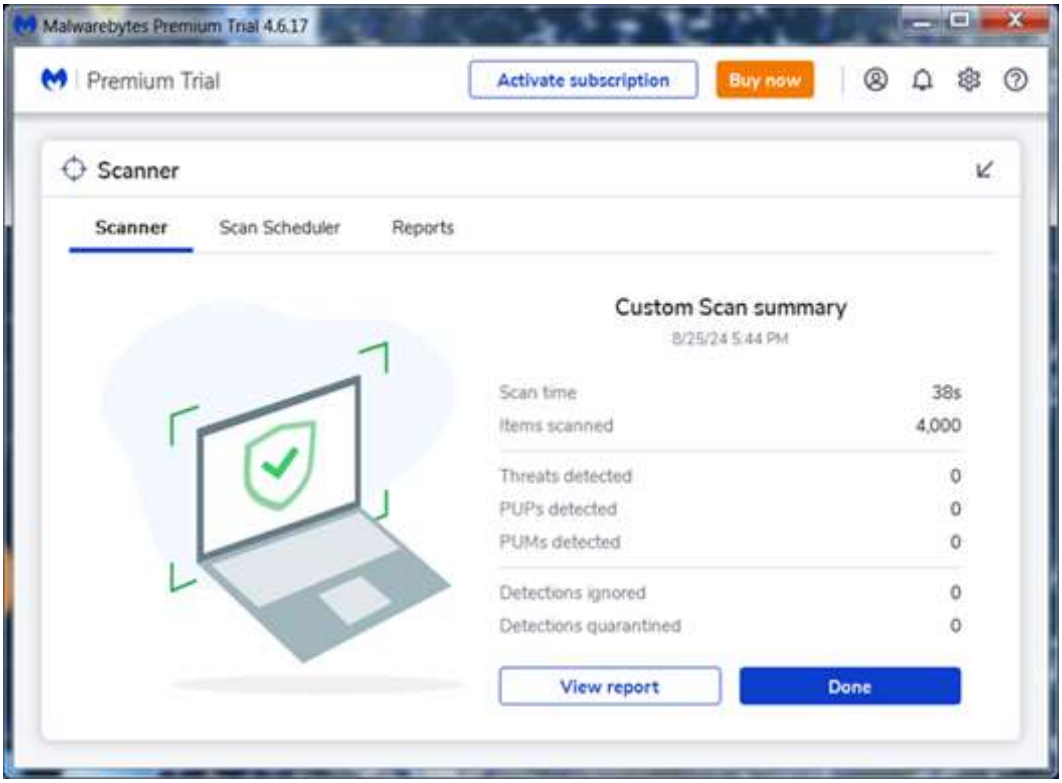
been accomplished at an extraordinary expenditure of both time and effort involved and as such should not be easily dismissed, but rather be appreciated as it exists.

Note: While there were one hundred plus documents filed by the clerk of courts office on behalf of this Plaintiff in the Small Claims and Circuit Court cases, there are in addition thousands of documents and files not entered into the court system, but included here. These files were instead sequestered and stored on usb drives for local court policy reasons. Many of these files consist of the actual files used to create much larger witness testimony presentations and evidentiary documents and thus is the rationale for their large number. These completed documents and associated files were in fact however delivered at that time to the defendant via usb drives serving to fulfill plaintiff legal discovery requirements and obligations. SC Records.pdf and CC Records.pdf.

Note: These digital files have been converted to .pdf format so as to not require any additional computer software beyond a pdf reader or web browser. Hypertext links have been created for ease of navigation of these documents. These files almost without exception were created locally and not downloaded from the Internet. Those few that were, came from only trustworthy sources.
MS Outlook msg files remain unconverted as to easily identify and understand them as email correspondence, as are the mp3 audio files.

Note: This attached usb drive has been scanned for malware with Microsoft Security Essentials, and Malwarebytes software, with up-to-date virus definitions, and is thus indicated and projected as clean and free of malware and viruses. See test results below.


Microsoft Security Essentials
PC status: Protected
Home
Update
History
Settings
Help
Scan completed on 4143 items.
No threats were detected on your PC during this scan.
Your PC is being monitored and protected.
Scan options:
Quick
Full
Custom
Scan now
Real-time protection: On
Virus and spyware definitions: Up to date
Scan details
Scheduled scan: Sunday around 2:00 AM (Quick scan) | Change my scan schedule
Last scan: 8/23/2024 at 2:58 PM (Quick scan)

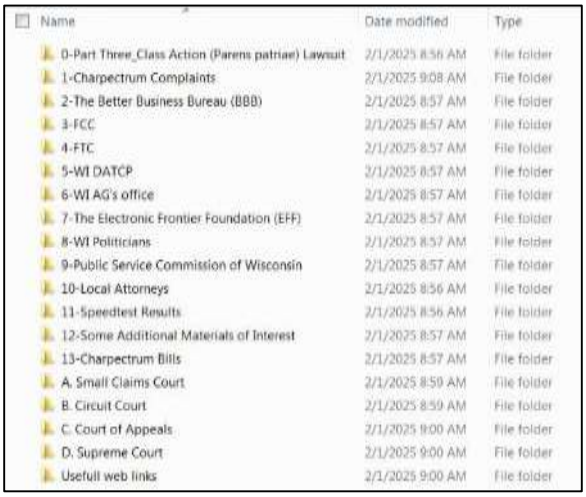

Malwarebytes Premium Trial 4.6.17
Premium Trial
Activate subscription
Buy now
Scanner
Scanner
Scan Scheduler
Reports
Custom Scan summary
8/25/24 5:44 PM
Scan time 38s
Items scanned 4,000
Threats detected 0
PUPs detected 0
PUMs detected 0
Detections ignored 0
Detections quarantined 0
View report
Done

DATA EVIDENCE EXECUTIVE SUMMARY

When you unpack the compressed 7z file (7-Zip) you will see the 19 primary folders which contain about 4,000 files, in more than 270 folders and subfolders, and is about 3 GB in combined file sizes, and slightly smaller in a compressed file.

Beneath the primary folder are about 250 subfolders which will be outlined, identified, and explained below.

This was also spelled out in a very similar method in the *Court of Appeals Motion to Reconsider* documents, to seemingly no effect.



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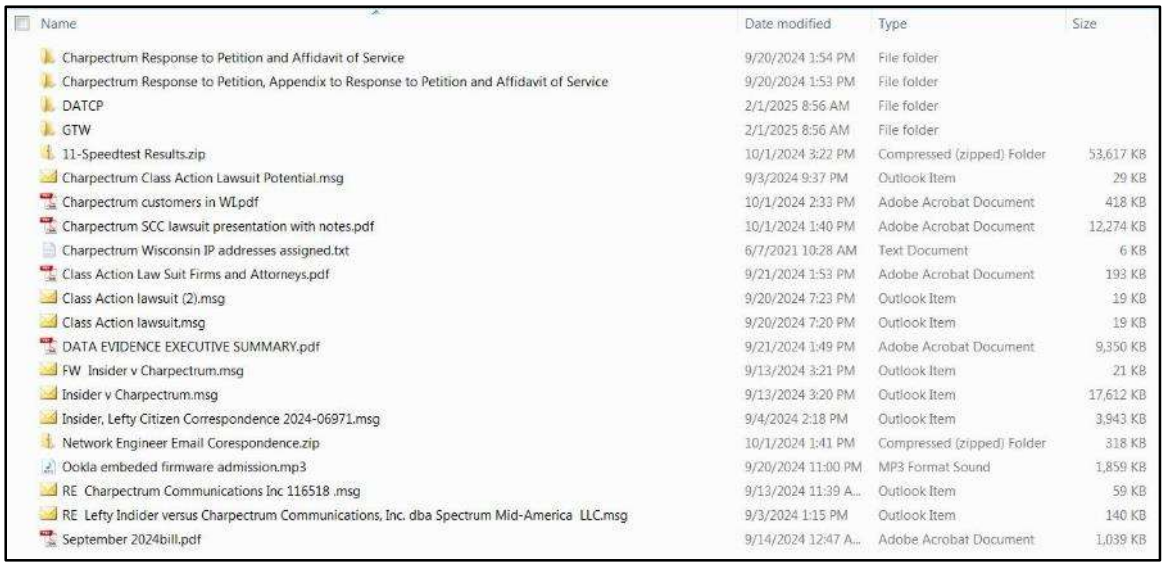
5-WI DATCP	2/1/2025 8:57 AM	File folder
6-WI AG's office	2/1/2025 8:57 AM	File folder
7-The Electronic Frontier Foundation (EFF)	2/1/2025 8:57 AM	File folder
8-WI Politicians	2/1/2025 8:57 AM	File folder
9-Public Service Commission of Wisconsin	2/1/2025 8:57 AM	File folder
10-Local Attorneys	2/1/2025 8:56 AM	File folder
11-Speedtest Results	2/1/2025 8:56 AM	File folder
12-Some Additional Materials of Interest	2/1/2025 8:57 AM	File folder
13-Charpectrum Bills	2/1/2025 8:57 AM	File folder
A. Small Claims Court	2/1/2025 8:59 AM	File folder
B. Circuit Court	2/1/2025 8:59 AM	File folder
C. Court of Appeals	2/1/2025 9:00 AM	File folder
D. Supreme Court	2/1/2025 9:00 AM	File folder
Usefull web links	2/1/2025 9:00 AM	File folder

0-Part Three Class Action (Parens patriae) Lawsuit

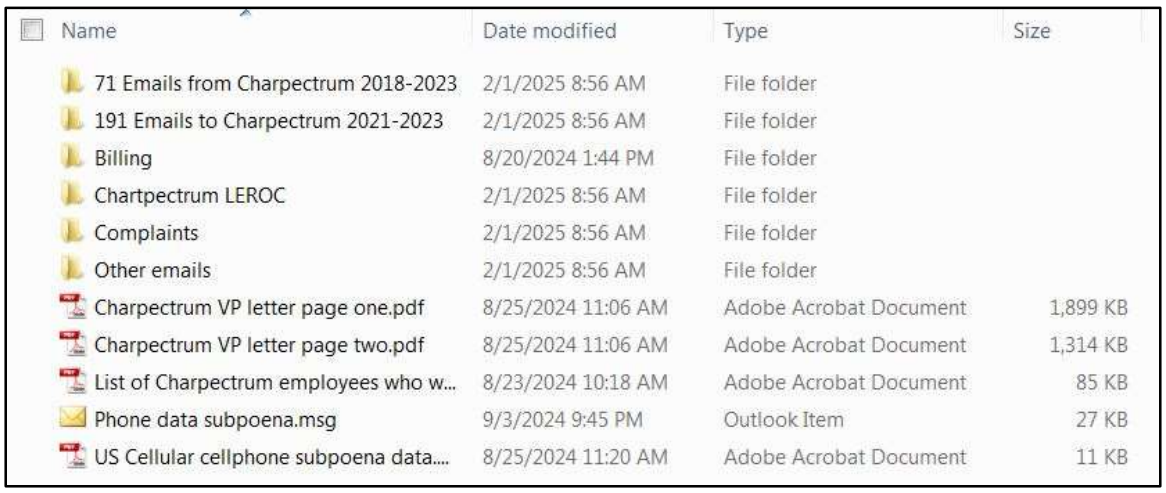
Supplemental and some duplicate evidence to be used by the WISC DOJ for investigation and remedy in a Class lawsuit action against Charpectrum.



Name	Date modified	Type	Size
Charpectrum Response to Petition and Affidavit of Service	9/20/2024 1:54 PM	File folder	
Charpectrum Response to Petition, Appendix to Response to Petition and Affidavit of Service	9/20/2024 1:53 PM	File folder	
DATCP	2/1/2025 8:56 AM	File folder	
GTW	2/1/2025 8:56 AM	File folder	
11-Speedtest Results.zip	10/1/2024 3:22 PM	Compressed (zipped) Folder	53,617 KB
Charpectrum Class Action Lawsuit Potential.msg	9/3/2024 9:37 PM	Outlook Item	29 KB
Charpectrum customers in WI.pdf	10/1/2024 2:33 PM	Adobe Acrobat Document	418 KB
Charpectrum SCC lawsuit presentation with notes.pdf	10/1/2024 1:40 PM	Adobe Acrobat Document	12,274 KB
Charpectrum Wisconsin IP addresses assigned.txt	6/7/2021 10:28 AM	Text Document	6 KB
Class Action Law Suit Firms and Attorneys.pdf	9/21/2024 1:53 PM	Adobe Acrobat Document	193 KB
Class Action lawsuit (2).msg	9/20/2024 7:23 PM	Outlook Item	19 KB
Class Action lawsuit.msg	9/20/2024 7:20 PM	Outlook Item	19 KB
DATA EVIDENCE EXECUTIVE SUMMARY.pdf	9/21/2024 1:49 PM	Adobe Acrobat Document	9,350 KB
FW Insider v Charpectrum.msg	9/13/2024 3:21 PM	Outlook Item	21 KB
Insider v Charpectrum.msg	9/13/2024 3:20 PM	Outlook Item	17,612 KB
Insider, Lefty Citizen Correspondence 2024-06971.msg	9/4/2024 2:18 PM	Outlook Item	3,943 KB
Network Engineer Email Corespondence.zip	10/1/2024 1:41 PM	Compressed (zipped) Folder	318 KB
Ookla embeded firmware admission.mp3	9/20/2024 11:00 PM	MP3 Format Sound	1,859 KB
RE Charpectrum Communications Inc 116518 .msg	9/13/2024 11:39 A...	Outlook Item	59 KB
RE Lefty Indider versus Charpectrum Communications, Inc. dba Spectrum Mid-America LLC.msg	9/3/2024 1:15 PM	Outlook Item	140 KB
September 2024bill.pdf	9/14/2024 12:47 A...	Adobe Acrobat Document	1,039 KB

1-Charpectrum Complaints

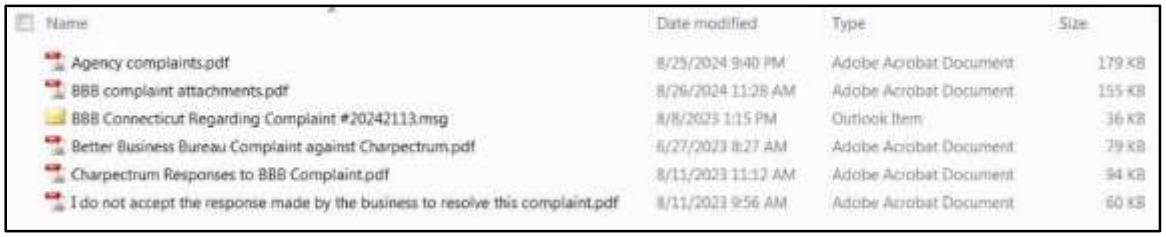
Email correspondence over a three plus year period with dozens of staff (26) at Charpectrum Communications, Inc. regarding low speed complaints, false advertising, and excessive billing. Includes Charpectrum billing information and MS PowerPoint presentations in pdf format for use by the Plaintiff in court and as discovery information. Does not include dozens of hours of phone calls both ways with key Charpectrum employees but are documented in the US Cellular subpoenaed data. Witness Motion.docx There is a list of these 26 employees in a motion that I can't find right now.



Name	Date modified	Type	Size
71 Emails from Charpectrum 2018-2023	2/1/2025 8:56 AM	File folder	
191 Emails to Charpectrum 2021-2023	2/1/2025 8:56 AM	File folder	
Billing	8/20/2024 1:44 PM	File folder	
Chartpectrum LEROC	2/1/2025 8:56 AM	File folder	
Complaints	2/1/2025 8:56 AM	File folder	
Other emails	2/1/2025 8:56 AM	File folder	
Charpectrum VP letter page one.pdf	8/25/2024 11:06 AM	Adobe Acrobat Document	1,899 KB
Charpectrum VP letter page two.pdf	8/25/2024 11:06 AM	Adobe Acrobat Document	1,314 KB
List of Charpectrum employees who w...	8/23/2024 10:18 AM	Adobe Acrobat Document	85 KB
Phone data subpoena.msg	9/3/2024 9:45 PM	Outlook Item	27 KB
US Cellular cellphone subpoena data....	8/25/2024 11:20 AM	Adobe Acrobat Document	11 KB

2-Better Business Bureau (BBB)

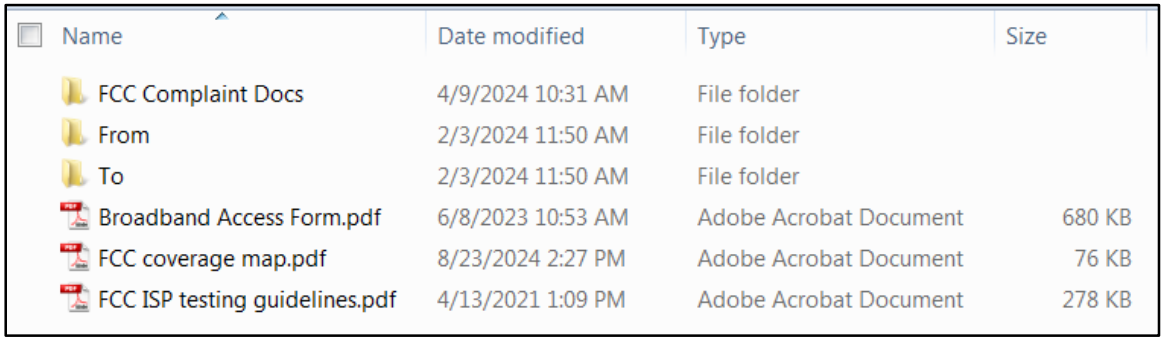
Email and letter correspondence with the BBB regarding complaints. Correspondence includes interactions with multiple staff at the BBB office seeking assistance with Charpectrum negative pattern and practice behavior with limited success.



Name	Date modified	Type	Size
Agency complaints.pdf	8/25/2024 9:40 PM	Adobe Acrobat Document	179 KB
BBB complaint attachments.pdf	8/26/2024 11:28 AM	Adobe Acrobat Document	155 KB
BBB Connecticut Regarding Complaint #20242113.msg	8/8/2023 1:15 PM	Outlook Item	36 KB
Better Business Bureau Complaint against Charpectrum.pdf	6/27/2023 8:27 AM	Adobe Acrobat Document	79 KB
Charpectrum Responses to BBB Complaint.pdf	8/11/2023 11:12 AM	Adobe Acrobat Document	94 KB
I do not accept the response made by the business to resolve this complaint.pdf	8/11/2023 9:56 AM	Adobe Acrobat Document	60 KB

3-Federal Communications Commission (FCC)

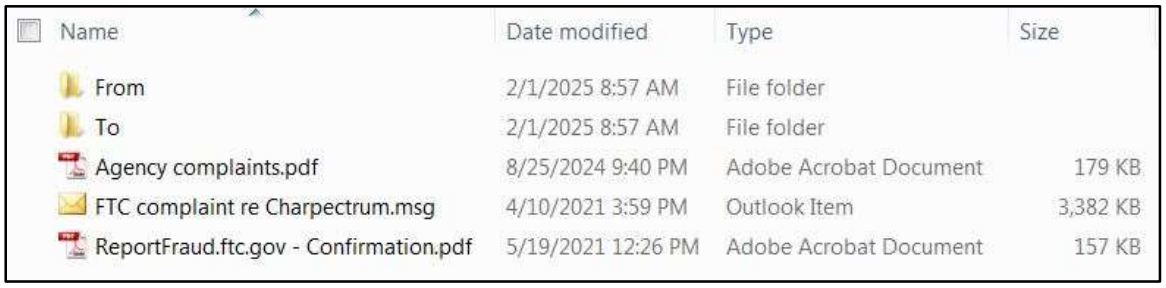
Email and letter correspondence, and also complaint documents to the FTC regarding speed complaints complete with speed testing information.
Correspondence includes interactions with multiple staff at the FTC office seeking consumer protection regulation assistance unsuccessfully.



Name	Date modified	Type	Size
FCC Complaint Docs	4/9/2024 10:31 AM	File folder	
From	2/3/2024 11:50 AM	File folder	
To	2/3/2024 11:50 AM	File folder	
Broadband Access Form.pdf	6/8/2023 10:53 AM	Adobe Acrobat Document	680 KB
FCC coverage map.pdf	8/23/2024 2:27 PM	Adobe Acrobat Document	76 KB
FCC ISP testing guidelines.pdf	4/13/2021 1:09 PM	Adobe Acrobat Document	278 KB

4-Federal Trade Commission (FTC)

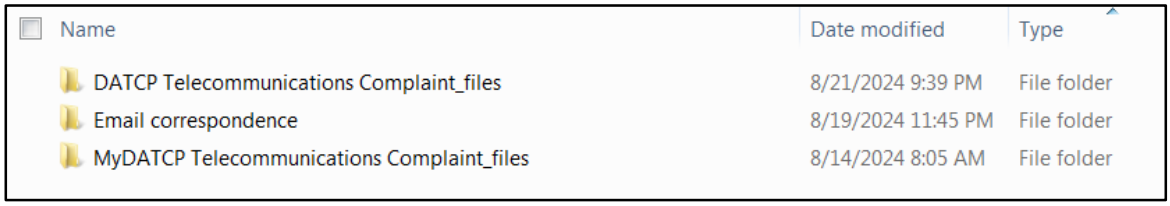
Email correspondence with multiple staff at the Federal Trade Commission office seeking consumer protection regulation assistance unsuccessfully.



Name	Date modified	Type	Size
From	2/1/2025 8:57 AM	File folder	
To	2/1/2025 8:57 AM	File folder	
Agency complaints.pdf	8/25/2024 9:40 PM	Adobe Acrobat Document	179 KB
FTC complaint re Charpectrum.msg	4/10/2021 3:59 PM	Outlook Item	3,382 KB
ReportFraud.ftc.gov - Confirmation.pdf	5/19/2021 12:26 PM	Adobe Acrobat Document	157 KB

5-WISC DATCP

Email correspondence with multiple staff at the Wisc Department of Trade and *Consumer Protection* office, and related documents seeking consumer protection enforcement unsuccessfully to this point.



Name	Date modified	Type
DATCP Telecommunications Complaint_files	8/21/2024 9:39 PM	File folder
Email correspondence	8/19/2024 11:45 PM	File folder
MyDATCP Telecommunications Complaint_files	8/14/2024 8:05 AM	File folder

6-WISC AG'S Office

Correspondence with the Attorney General's office seeking legal assistance and consumer protection enforcement unsuccessfully to this point.

Name	Date modified	Type	Size
AG Chartpectrum Class Action Lawsuit Potential.msg	8/30/2024 8:52 AM	Outlook Item	2,606 KB
Agency complaints.pdf	8/25/2024 9:40 PM	Adobe Acrobat Document	179 KB
FW Pay for only what you get .msg	8/21/2024 10:20 PM	Outlook Item	1,164 KB
Insider, Lefty Citizen Complaint 2023-04332.msg	8/21/2024 10:18 PM	Outlook Item	2,083 KB
Insider, Lefty Citizen Correspondence 2024-06971.msg	9/4/2024 2:19 PM	Outlook Item	3,943 KB

7-The Electronic Frontier Foundation (EFF)

Email correspondence seeking legal advice and legal assistance unsuccessfully.

Name	Date modified	Type	Size
EFF Correspondence	2/1/2025 8:57 AM	File folder	
Agency complaints.pdf	8/25/2024 9:40 PM	Adobe Acrobat Document	179 KB
consumer reports.msg	11/14/2023 12:26 PM	Outlook Item	480 KB

8-WISC Politicians

Email correspondence with State and Federal legislators seeking assistance were mostly unsuccessful. These subfolders represent response communication from the few of the many dozens of political representatives contacted in this manner.
Note: My local Senator's whistleblower email address will not accept emails.

Name	Date modified	Type
Rep. One	2/1/2025 8:57 AM	File folder
Rep.Eight	2/1/2025 8:57 AM	File folder
Rep.Five	2/1/2025 8:57 AM	File folder
Rep.Four	2/1/2025 8:57 AM	File folder
Rep.Nine	2/1/2025 8:57 AM	File folder
Rep.Seven	2/1/2025 8:57 AM	File folder
Rep.Six	2/1/2025 8:57 AM	File folder
Rep.Ten	2/1/2025 8:57 AM	File folder
Rep.Three	2/1/2025 8:57 AM	File folder
Rep.Two	2/1/2025 8:57 AM	File folder
Sen. One	2/1/2025 8:57 AM	File folder
Sen.Five	2/1/2025 8:57 AM	File folder
Sen.Four	2/1/2025 8:57 AM	File folder
Sen.Three	2/1/2025 8:57 AM	File folder
Sen.Two	2/1/2025 8:57 AM	File folder
Senator Seven	2/1/2025 8:57 AM	File folder
Senator Six	2/1/2025 8:57 AM	File folder

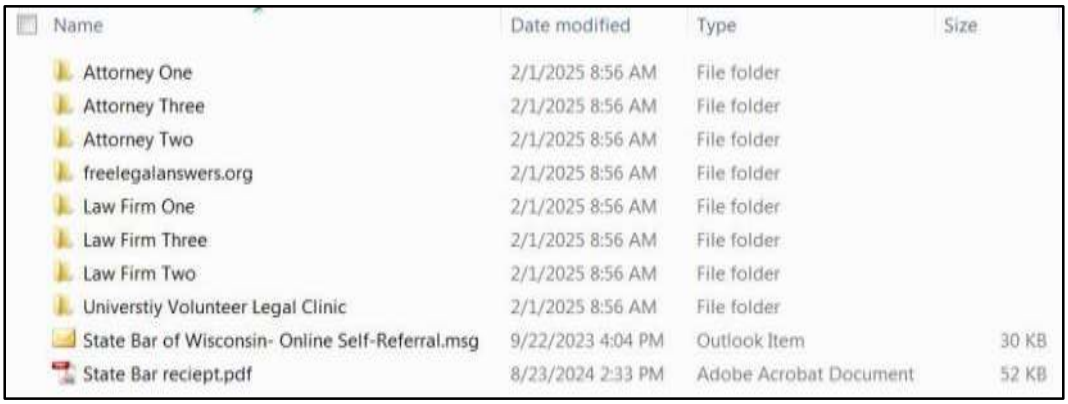
9-Public Service Commission Of Wisc (PSC)

Email correspondence seeking consumer protection enforcement assistance unsuccessfully.

Name	Date modified	Type	Size
Email Correspondence	2/1/2025 8:57 AM	File folder	
Agency complaints.pdf	8/25/2024 9:40 PM	Adobe Acrobat Document	179 KB

10-Local Attorneys

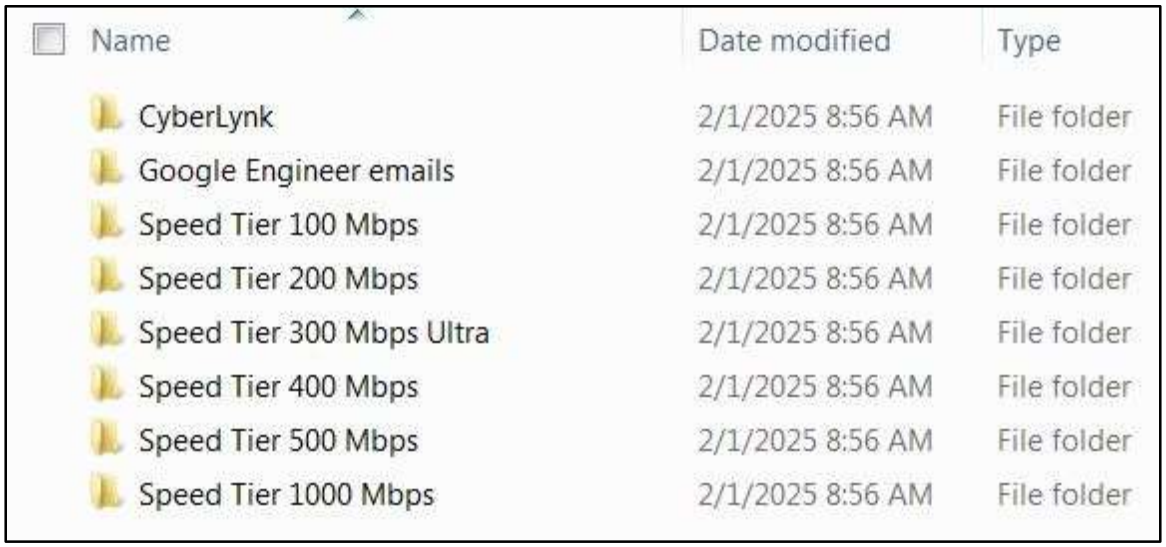
Correspondence with nine firms in seeking low or no cost legal advice and assistance mostly unsuccessfully.



Name	Date modified	Type	Size
Attorney One	2/1/2025 8:56 AM	File folder	
Attorney Three	2/1/2025 8:56 AM	File folder	
Attorney Two	2/1/2025 8:56 AM	File folder	
freelegalanswers.org	2/1/2025 8:56 AM	File folder	
Law Firm One	2/1/2025 8:56 AM	File folder	
Law Firm Three	2/1/2025 8:56 AM	File folder	
Law Firm Two	2/1/2025 8:56 AM	File folder	
Universtiy Volunteer Legal Clinic	2/1/2025 8:56 AM	File folder	
State Bar of Wisconsin- Online Self-Referral.msg	9/22/2023 4:04 PM	Outlook Item	30 KB
State Bar reciept.pdf	8/23/2024 2:33 PM	Adobe Acrobat Document	52 KB

11-Speedtest Results

Thousands of speed test results categorized by speed tier, by type, (wired and wireless) OS, browser, computer type, and by speed test data source. Test results are almost exclusively well below the billed speed at each speed tier across all six plus years of service. You will need to carefully review the newest version of the PowerPoint pdf to fully understand this. Condensed Charpectrum SCC lawsuit.pdf



Name	Date modified	Type
CyberLynk	2/1/2025 8:56 AM	File folder
Google Engineer emails	2/1/2025 8:56 AM	File folder
Speed Tier 100 Mbps	2/1/2025 8:56 AM	File folder
Speed Tier 200 Mbps	2/1/2025 8:56 AM	File folder
Speed Tier 300 Mbps Ultra	2/1/2025 8:56 AM	File folder
Speed Tier 400 Mbps	2/1/2025 8:56 AM	File folder
Speed Tier 500 Mbps	2/1/2025 8:56 AM	File folder
Speed Tier 1000 Mbps	2/1/2025 8:56 AM	File folder

Charpectrum promotes two speed tests as evidence: a Speedtest result to Eau Claire which is meaningless because there is no Internet available there, and to Chicago via a SamKnows test which Lefty was not allowed to duplicate or verify, and believes they cheated on the routing of. Charpectrum routes the bank traffic from Mishicot and Two Rivers municipal more directly, reducing hops and improving their network performance.

Excerpted Charpectrum SCC lawsuit.pdf

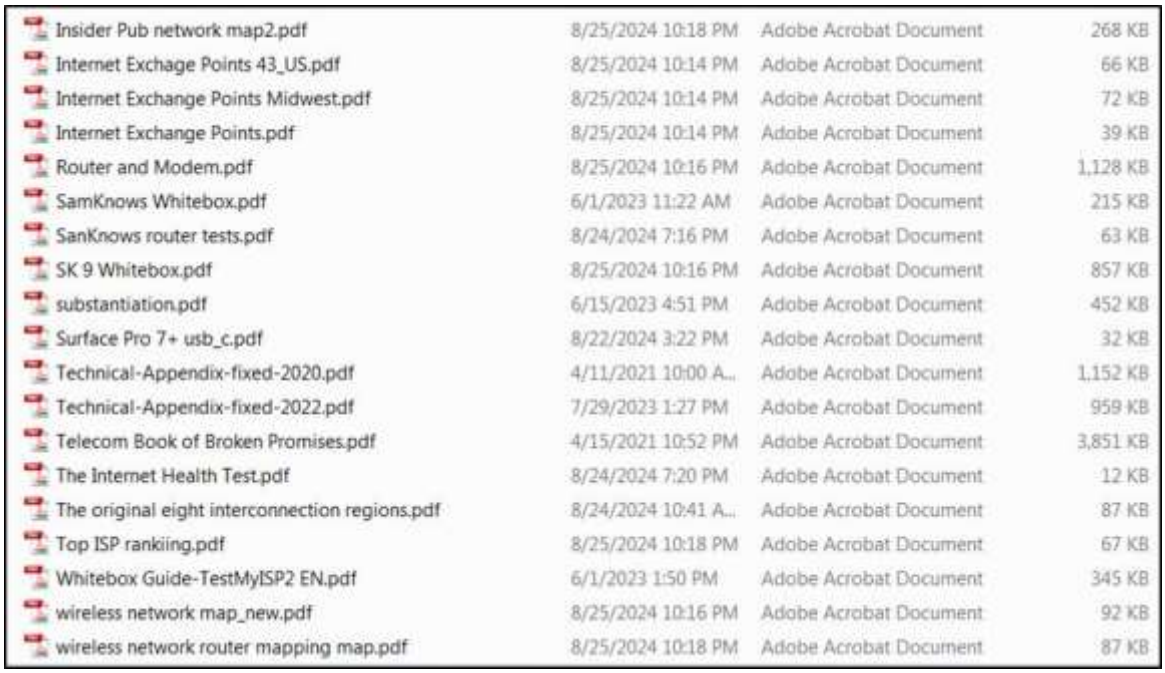
Local Broadband testing

Name	Date modified	Type	Size
Chilton		File folder	
Denmark		File folder	
Francis Creek		File folder	
Manitowoc		File folder	
Maribel		File folder	
Mishicot		File folder	
Shoto		File folder	
Tish Mills_Denmark		File folder	
Two Rivers		File folder	
Valders		File folder	
Fiber to coax node.pdf	8/26/2024 10:38 AM	Adobe Acrobat Document	773 KB
VIRTUAL PRIVATE NETWORK TESTING.pdf	10/17/2024 4:47 AM	Adobe Acrobat Document	316 KB

12-Some Additional Materials Of Interest

50 assorted related evidentiary and explanatory files not easily categorized.

Name	Date modified	Type	Size
2 5Gbps SK Whitebox-Instructions.pdf	7/11/2023 11:48 A...	Adobe Acrobat Document	190 KB
100 207 Telecommunications services .msg	8/3/2023 1:42 AM	Outlook Item	43 KB
2022-Fixed-Measuring-Broadband-America-Report.pdf	7/18/2023 11:02 A...	Adobe Acrobat Document	2,723 KB
Brave Search reviews Spectrum Internet Service.pdf	8/24/2024 7:13 PM	Adobe Acrobat Document	81 KB
cable box closed.pdf	8/24/2024 7:13 PM	Adobe Acrobat Document	1,396 KB
cable box closeup.pdf	8/24/2024 7:13 PM	Adobe Acrobat Document	1,708 KB
cable box open.pdf	8/24/2024 7:17 PM	Adobe Acrobat Document	2,227 KB
cable box.pdf	8/24/2024 7:14 PM	Adobe Acrobat Document	1,771 KB
cable box1.pdf	8/24/2024 7:14 PM	Adobe Acrobat Document	24 KB
cable box2.pdf	8/24/2024 7:17 PM	Adobe Acrobat Document	32 KB
cable gound.pdf	8/24/2024 7:17 PM	Adobe Acrobat Document	692 KB
Cable Grounding E828B-NAEN.pdf	5/6/2023 9:15 AM	Adobe Acrobat Document	262 KB
Cat8 patch cable.pdf	8/25/2024 10:15 PM	Adobe Acrobat Document	36 KB
Charpectrum datacenter.pdf	8/25/2024 10:15 PM	Adobe Acrobat Document	98 KB
Charpectrum datacenter2.pdf	8/24/2024 7:20 PM	Adobe Acrobat Document	11 KB
Charpectrum Internet Acceptable Use Policy .pdf	8/22/2024 3:20 PM	Adobe Acrobat Document	99 KB
Charpectrum PowerPoint Properties.pdf	8/24/2024 7:15 PM	Adobe Acrobat Document	35 KB
Charpectrum Residential Internet Services Agreement.pdf	8/22/2024 3:21 PM	Adobe Acrobat Document	123 KB
Charpectrum Ultra Ad with disclaimer.pdf	8/24/2024 7:18 PM	Adobe Acrobat Document	139 KB
Charpectrum Ultra Ad.pdf	8/24/2024 7:19 PM	Adobe Acrobat Document	68 KB
Charpectrum Wisconsin IP addresses assigned.pdf	8/24/2024 7:20 PM	Adobe Acrobat Document	14 KB
Charpectrum-area-100587062-large.idge.pdf	8/24/2024 10:41 A...	Adobe Acrobat Document	29 KB
Charpectrum-area-upper midwest.pdf	8/24/2024 10:41 A...	Adobe Acrobat Document	58 KB
Charpectrum-speed-letter.pdf	8/24/2024 7:19 PM	Adobe Acrobat Document	457 KB
CharpectrumUltra Ad modified.pdf	8/24/2024 7:19 PM	Adobe Acrobat Document	190 KB
Chartpectrum Terms Verify.pdf	3/22/2023 12:24 PM	Adobe Acrobat Document	179 KB
Chat GPT reviews Charpectrum Internet Service.pdf	8/25/2024 10:15 PM	Adobe Acrobat Document	113 KB
Ethernet cable bandwiidth.pdf	8/25/2024 10:14 PM	Adobe Acrobat Document	104 KB
Hitron modem.pdf	8/25/2024 10:14 PM	Adobe Acrobat Document	421 KB
Insider Pub network map.pdf	8/25/2024 10:18 PM	Adobe Acrobat Document	242 KB



Insider Pub network map2.pdf	8/25/2024 10:18 PM	Adobe Acrobat Document	268 KB
Internet Exchage Points 43_US.pdf	8/25/2024 10:14 PM	Adobe Acrobat Document	66 KB
Internet Exchange Points Midwest.pdf	8/25/2024 10:14 PM	Adobe Acrobat Document	72 KB
Internet Exchange Points.pdf	8/25/2024 10:14 PM	Adobe Acrobat Document	39 KB
Router and Modem.pdf	8/25/2024 10:16 PM	Adobe Acrobat Document	1,128 KB
SamKnows Whitebox.pdf	6/1/2023 11:22 AM	Adobe Acrobat Document	215 KB
SanKnows router tests.pdf	8/24/2024 7:16 PM	Adobe Acrobat Document	63 KB
SK 9 Whitebox.pdf	8/25/2024 10:16 PM	Adobe Acrobat Document	857 KB
substantiation.pdf	6/15/2023 4:51 PM	Adobe Acrobat Document	452 KB
Surface Pro 7+ usb_c.pdf	8/22/2024 3:22 PM	Adobe Acrobat Document	32 KB
Technical-Appendix-fixed-2020.pdf	4/11/2021 10:00 A...	Adobe Acrobat Document	1,152 KB
Technical-Appendix-fixed-2022.pdf	7/29/2023 1:27 PM	Adobe Acrobat Document	959 KB
Telecom Book of Broken Promises.pdf	4/15/2021 10:52 PM	Adobe Acrobat Document	3,851 KB
The Internet Health Test.pdf	8/24/2024 7:20 PM	Adobe Acrobat Document	12 KB
The original eight interconnection regions.pdf	8/24/2024 10:41 A...	Adobe Acrobat Document	87 KB
Top ISP rankiing.pdf	8/25/2024 10:18 PM	Adobe Acrobat Document	67 KB
Whitebox Guide-TestMyISP2 EN.pdf	6/1/2023 1:50 PM	Adobe Acrobat Document	345 KB
wireless network map_new.pdf	8/25/2024 10:16 PM	Adobe Acrobat Document	92 KB
wireless network router mapping map.pdf	8/25/2024 10:18 PM	Adobe Acrobat Document	87 KB

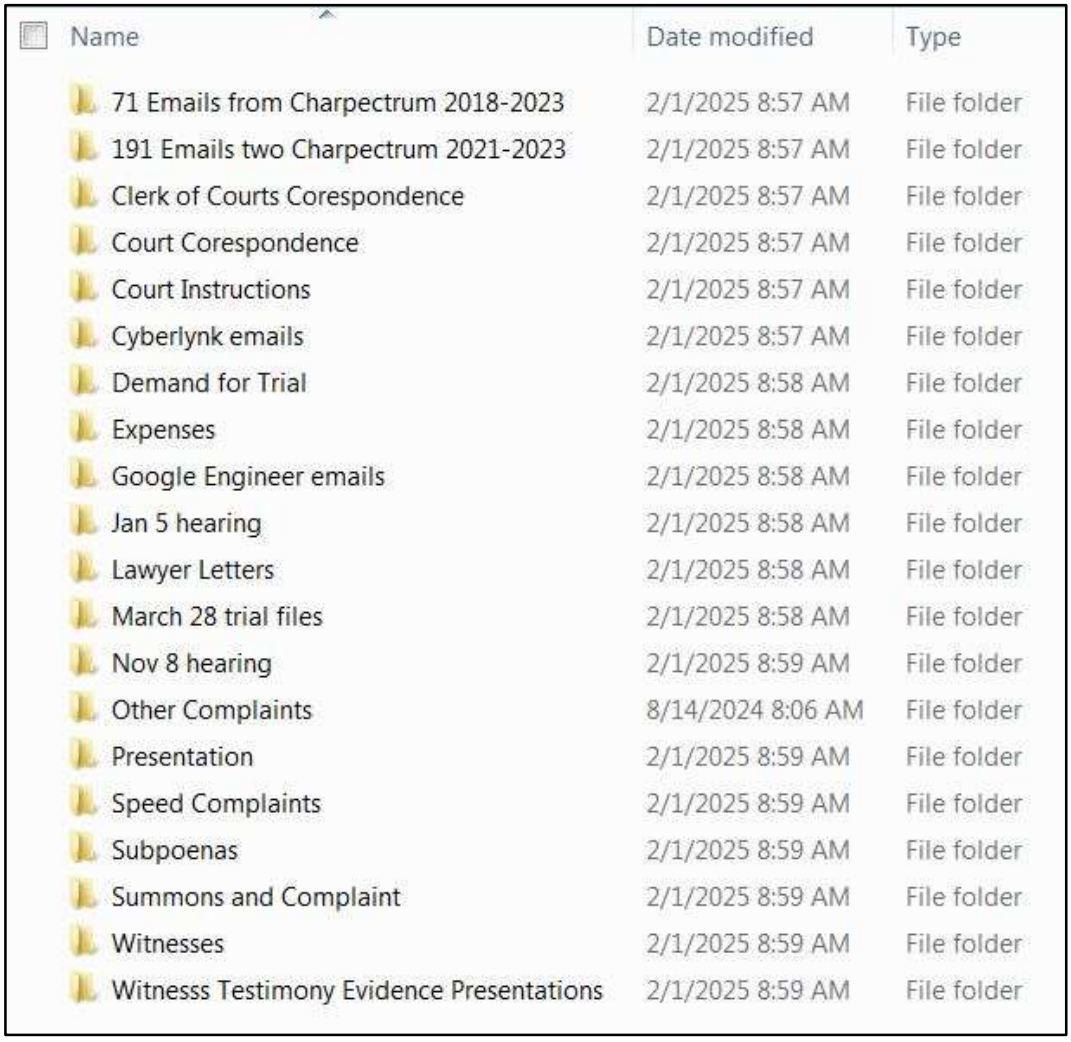
13-Charpectrum Bills

A small sample of 72 total bills received to this point, showing the progression of billing costs over six years. ***This cost has increased by 128% over six years*** (2018-2024) and will increase by a *minimum* of 18% over the next 2.5 years (2027) as the promotional discount expires. Downgrade to 500 Mbps is at same cost. Charpectrum bill progression.pdf

Name	Date modified	Type
Charpectrum billing chat	2/1/2025 8:57 AM	File folder
Charpectrum Bills	2/1/2025 8:57 AM	File folder

A. Small Claims Court

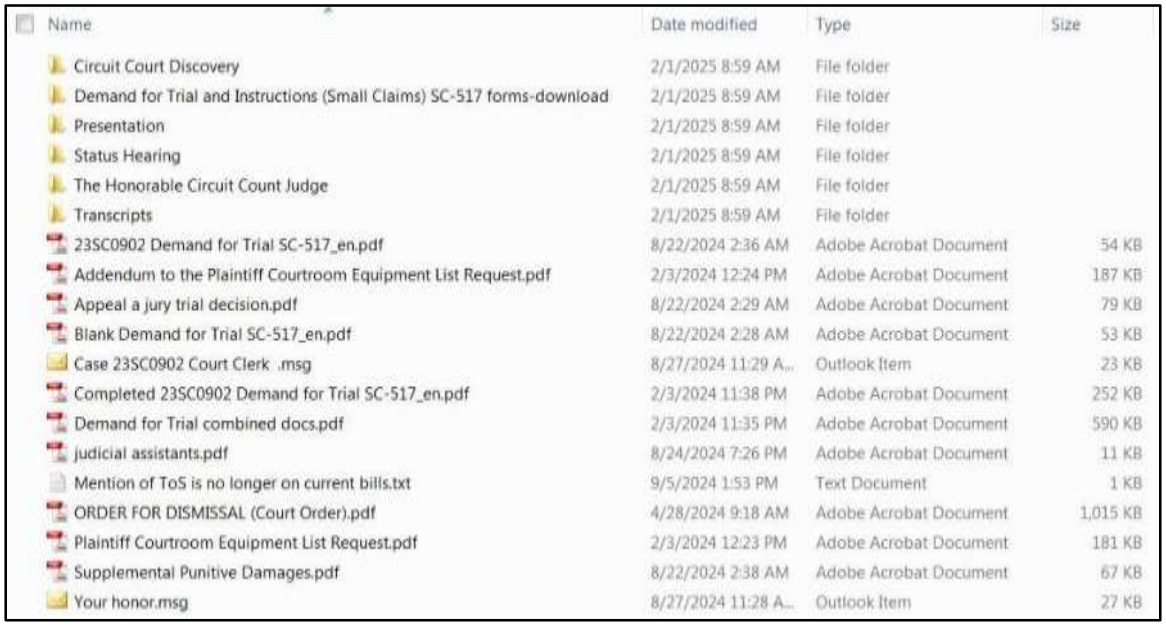
Charpectrum email correspondence, court correspondence, court documents, and hundreds of speed test results. All recorded events that occurred in SCC.



Name	Date modified	Type
71 Emails from Charpectrum 2018-2023	2/1/2025 8:57 AM	File folder
191 Emails two Charpectrum 2021-2023	2/1/2025 8:57 AM	File folder
Clerk of Courts Corespondence	2/1/2025 8:57 AM	File folder
Court Corespondence	2/1/2025 8:57 AM	File folder
Court Instructions	2/1/2025 8:57 AM	File folder
Cyberlynk emails	2/1/2025 8:57 AM	File folder
Demand for Trial	2/1/2025 8:58 AM	File folder
Expenses	2/1/2025 8:58 AM	File folder
Google Engineer emails	2/1/2025 8:58 AM	File folder
Jan 5 hearing	2/1/2025 8:58 AM	File folder
Lawyer Letters	2/1/2025 8:58 AM	File folder
March 28 trial files	2/1/2025 8:58 AM	File folder
Nov 8 hearing	2/1/2025 8:59 AM	File folder
Other Complaints	8/14/2024 8:06 AM	File folder
Presentation	2/1/2025 8:59 AM	File folder
Speed Complaints	2/1/2025 8:59 AM	File folder
Subpoenas	2/1/2025 8:59 AM	File folder
Summons and Complaint	2/1/2025 8:59 AM	File folder
Witnesses	2/1/2025 8:59 AM	File folder
Witnesss Testimony Evidence Presentations	2/1/2025 8:59 AM	File folder

B. Circuit Court

Court documents, motions etc., discovery materials, and the aborted trial presentation. All recorded events that occurred in Circuit Court hearings, the truncated trial, including transcripts both written and audio.



Name	Date modified	Type	Size
Circuit Court Discovery	2/1/2025 8:59 AM	File folder	
Demand for Trial and Instructions (Small Claims) SC-517 forms-download	2/1/2025 8:59 AM	File folder	
Presentation	2/1/2025 8:59 AM	File folder	
Status Hearing	2/1/2025 8:59 AM	File folder	
The Honorable Circuit Count Judge	2/1/2025 8:59 AM	File folder	
Transcripts	2/1/2025 8:59 AM	File folder	
23SC0902 Demand for Trial SC-517_en.pdf	8/22/2024 2:36 AM	Adobe Acrobat Document	54 KB
Addendum to the Plaintiff Courtroom Equipment List Request.pdf	2/3/2024 12:24 PM	Adobe Acrobat Document	187 KB
Appeal a jury trial decision.pdf	8/22/2024 2:29 AM	Adobe Acrobat Document	79 KB
Blank Demand for Trial SC-517_en.pdf	8/22/2024 2:28 AM	Adobe Acrobat Document	53 KB
Case 23SC0902 Court Clerk .msg	8/27/2024 11:29 A...	Outlook Item	23 KB
Completed 23SC0902 Demand for Trial SC-517_en.pdf	2/3/2024 11:38 PM	Adobe Acrobat Document	252 KB
Demand for Trial combined docs.pdf	2/3/2024 11:35 PM	Adobe Acrobat Document	590 KB
judicial assistants.pdf	8/24/2024 7:26 PM	Adobe Acrobat Document	11 KB
Mention of ToS is no longer on current bills.txt	9/5/2024 1:53 PM	Text Document	1 KB
ORDER FOR DISMISSAL (Court Order).pdf	4/28/2024 9:18 AM	Adobe Acrobat Document	1,015 KB
Plaintiff Courtroom Equipment List Request.pdf	2/3/2024 12:23 PM	Adobe Acrobat Document	181 KB
Supplemental Punitive Damages.pdf	8/22/2024 2:38 AM	Adobe Acrobat Document	67 KB
Your honor.msg	8/27/2024 11:28 A...	Outlook Item	27 KB

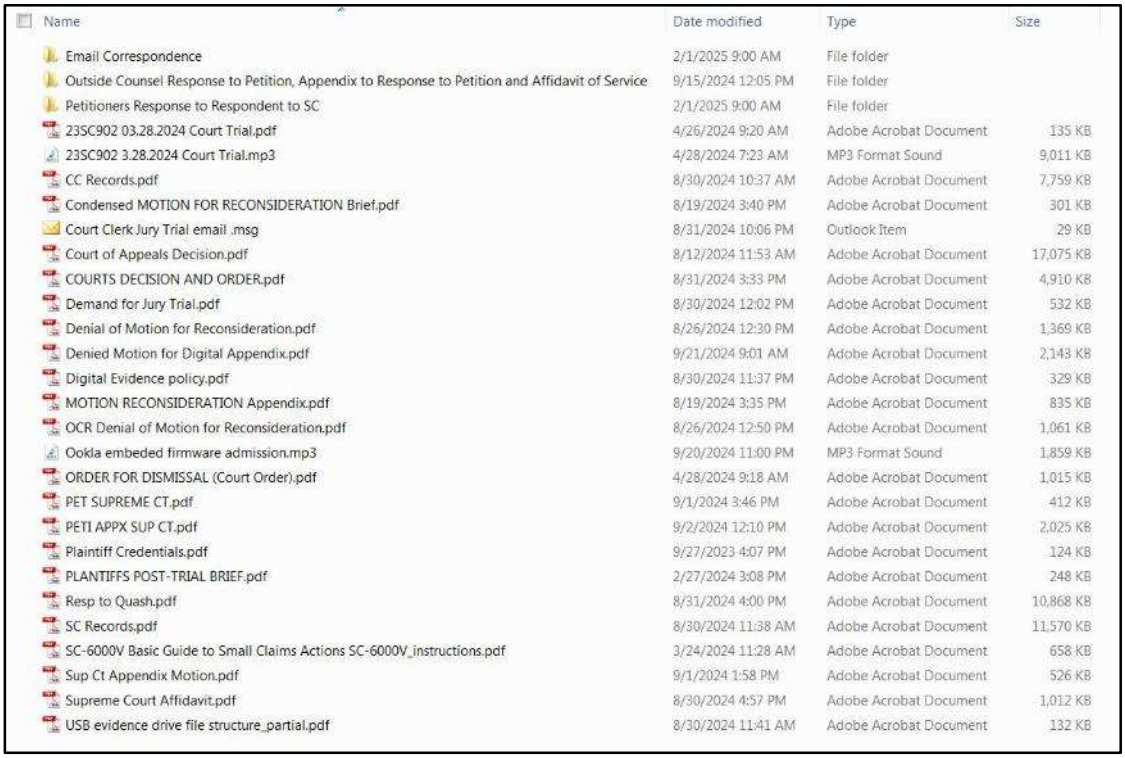
C. Court Of Appeals

Files concerning the Appeals Court Brief, Respondents Response to Appellant Brief, Appellant Response To Respondents Response To The Appellants Brief, and Motion for Reconsideration documents etc.

Name	Date modified	Type	Size
Appendices	2/1/2025 8:59 AM	File folder	
Court of Appeals Decision Aug 7 2024	2/1/2025 9:00 AM	File folder	
Email Correspondence	2/1/2025 9:00 AM	File folder	
03.28.2024 Court Trial Transcript.pdf	4/26/2024 9:44 AM	Adobe Acrobat Document	135 KB
23SC902 03.28.2024 Court Trial.pdf	4/26/2024 9:20 AM	Adobe Acrobat Document	135 KB
23SC902 3.28.2024 Court Trial.mp3	4/28/2024 7:23 AM	MP3 Format Sound	9,011 KB
Appeal response mailing delivery reciept.pdf	7/3/2024 3:02 PM	Adobe Acrobat Document	127 KB
Appeals Court brief final format.pdf	7/8/2024 4:00 PM	Adobe Acrobat Document	1,750 KB
APPELLANT RESPONSE TO RESPONDENTS RESPONSE TO THE APPELLANTS BRIEF.pdf	7/8/2024 4:02 PM	Adobe Acrobat Document	819 KB
caseDetails219726399875139513 7.pdf	8/29/2024 11:48 A...	Adobe Acrobat Document	3 KB
Charpectrum Terms Conditions Acceptance.msg	5/7/2024 6:59 AM	Outlook Item	41 KB
Completed Notice of Appeal CA-120.pdf	4/28/2024 11:42 A...	Adobe Acrobat Document	33 KB
Completed Notice of Reporter Regarding Filing of Transcript CA-135.pdf	4/28/2024 11:41 A...	Adobe Acrobat Document	162 KB
Completed Statement on Transcript CA-130.pdf	4/28/2024 11:41 A...	Adobe Acrobat Document	205 KB
Condensed MOTION FOR RECONSIDERATION Brief.pdf	8/19/2024 3:40 PM	Adobe Acrobat Document	301 KB
Court filings.pdf	6/25/2024 8:23 AM	Adobe Acrobat Document	25,856 KB
Denial of Motion for Reconsideration.pdf	8/26/2024 12:30 PM	Adobe Acrobat Document	1,369 KB
FCC broadband map.pdf	8/22/2024 4:25 PM	Adobe Acrobat Document	158 KB
Guide to Wisconsin Appellate Procedure for the Self-Represented Litigant.pdf	6/10/2024 11:21 A...	Adobe Acrobat Document	675 KB
Invoice_19344967051424_from_UScellular.pdf	5/15/2024 8:48 AM	Adobe Acrobat Document	37 KB
Lady Justice statue.pdf	8/25/2024 10:54 PM	Adobe Acrobat Document	114 KB
MOTION RECONSIDERATION Appendix.pdf	8/19/2024 3:35 PM	Adobe Acrobat Document	835 KB
non-government (law firm) records request resource guide v4_0.pdf	5/15/2024 8:48 AM	Adobe Acrobat Document	237 KB
ORDER FOR DISMISSAL (Court Order).pdf	4/28/2024 9:18 AM	Adobe Acrobat Document	1,015 KB
Receipt_1306_from_UScellular.pdf	5/21/2024 7:57 AM	Adobe Acrobat Document	21 KB
Respondent brief response.pdf	6/25/2024 8:23 AM	Adobe Acrobat Document	330 KB
Respondents Response to Appellant Brief Appendicies Complete.pdf	6/25/2024 8:22 AM	Adobe Acrobat Document	25,856 KB
Respondents Response to Appellant Brief.pdf	6/25/2024 8:22 AM	Adobe Acrobat Document	330 KB

D. Supreme Court

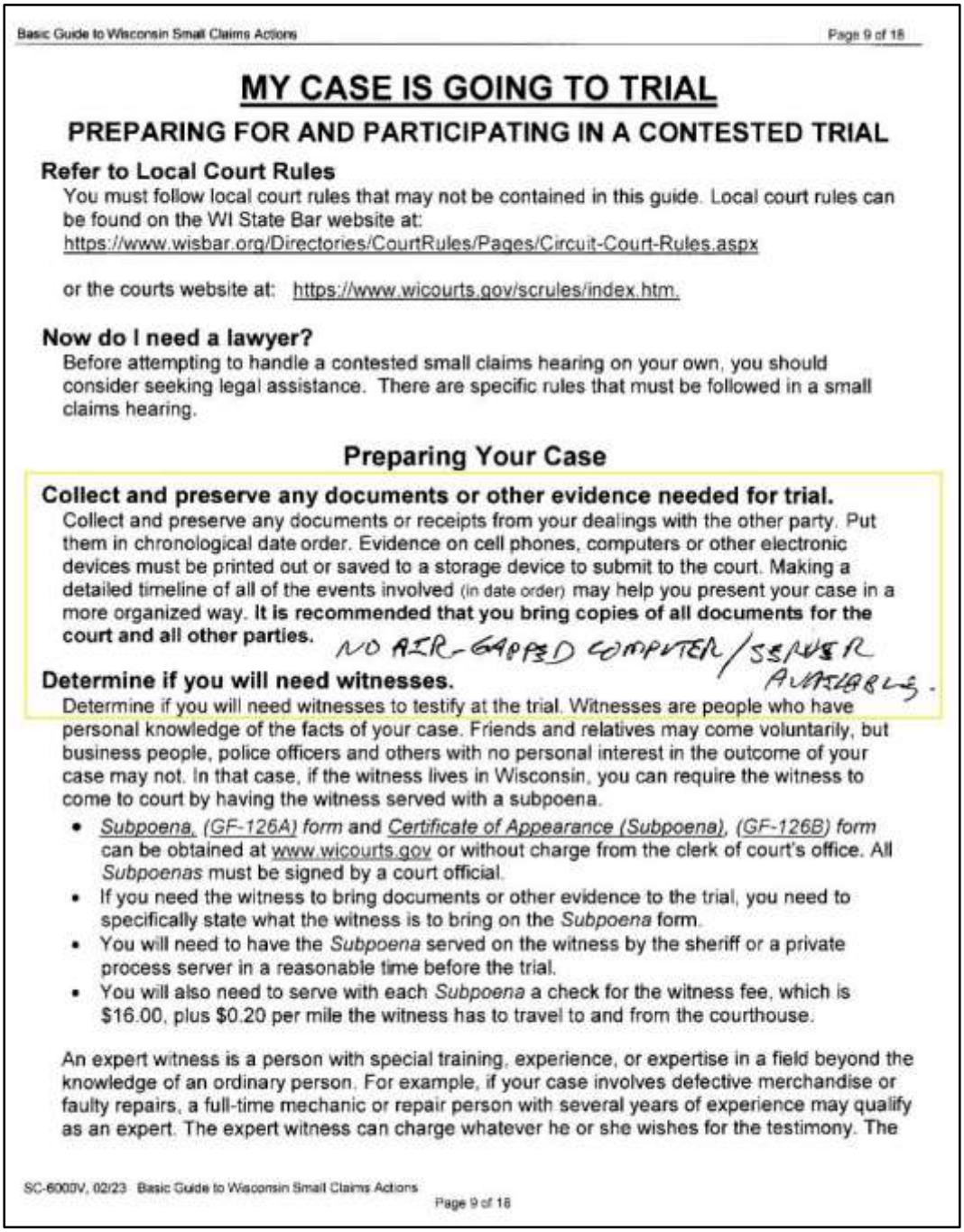
Files covering the Petition for Review, Petition for Review Appendix, and the Appeals Court Denial of Motion for Reconsideration documents, Supreme Court Affidavit, email correspondence etc. (also necessary lower court documents)



Name	Date modified	Type	Size
Email Correspondence	2/1/2025 9:00 AM	File folder	
Outside Counsel Response to Petition, Appendix to Response to Petition and Affidavit of Service	9/15/2024 12:05 PM	File folder	
Petitioners Response to Respondent to SC	2/1/2025 9:00 AM	File folder	
23SC902 03.28.2024 Court Trial.pdf	4/26/2024 9:20 AM	Adobe Acrobat Document	135 KB
23SC902 3.28.2024 Court Trial.mp3	4/28/2024 7:23 AM	MP3 Format Sound	9,011 KB
CC Records.pdf	8/30/2024 10:37 AM	Adobe Acrobat Document	7,759 KB
Condensed MOTION FOR RECONSIDERATION Brief.pdf	8/19/2024 3:40 PM	Adobe Acrobat Document	301 KB
Court Clerk Jury Trial email .msg	8/31/2024 10:06 PM	Outlook Item	29 KB
Court of Appeals Decision.pdf	8/12/2024 11:53 AM	Adobe Acrobat Document	17,075 KB
COURTS DECISION AND ORDER.pdf	8/31/2024 3:33 PM	Adobe Acrobat Document	4,910 KB
Demand for Jury Trial.pdf	8/30/2024 12:02 PM	Adobe Acrobat Document	532 KB
Denial of Motion for Reconsideration.pdf	8/26/2024 12:30 PM	Adobe Acrobat Document	1,369 KB
Denied Motion for Digital Appendix.pdf	9/21/2024 9:01 AM	Adobe Acrobat Document	2,143 KB
Digital Evidence policy.pdf	8/30/2024 11:37 PM	Adobe Acrobat Document	329 KB
MOTION RECONSIDERATION Appendix.pdf	8/19/2024 3:35 PM	Adobe Acrobat Document	835 KB
OCR Denial of Motion for Reconsideration.pdf	8/26/2024 12:50 PM	Adobe Acrobat Document	1,061 KB
Ookla embeded firmware admission.mp3	9/20/2024 11:00 PM	MP3 Format Sound	1,859 KB
ORDER FOR DISMISSAL (Court Order).pdf	4/28/2024 9:18 AM	Adobe Acrobat Document	1,015 KB
PET SUPREME CT.pdf	9/1/2024 3:46 PM	Adobe Acrobat Document	412 KB
PETI APPX SUP CT.pdf	9/2/2024 12:10 PM	Adobe Acrobat Document	2,025 KB
Plaintiff Credentials.pdf	9/27/2023 4:07 PM	Adobe Acrobat Document	124 KB
PLANTIFFS POST-TRIAL BRIEF.pdf	2/27/2024 3:08 PM	Adobe Acrobat Document	248 KB
Resp to Quash.pdf	8/31/2024 4:00 PM	Adobe Acrobat Document	10,868 KB
SC Records.pdf	8/30/2024 11:38 AM	Adobe Acrobat Document	11,570 KB
SC-6000V Basic Guide to Small Claims Actions SC-6000V_instructions.pdf	3/24/2024 11:28 AM	Adobe Acrobat Document	658 KB
Sup Ct Appendix Motion.pdf	9/1/2024 1:58 PM	Adobe Acrobat Document	526 KB
Supreme Court Affidavit.pdf	8/30/2024 4:57 PM	Adobe Acrobat Document	1,012 KB
USB evidence drive file structure_partial.pdf	8/30/2024 11:41 AM	Adobe Acrobat Document	132 KB

Digital Evidence for Trial

The Plaintiff's submitted usb drives were sequestered and not entered into the evidence file collections. See SC Records.pdf and CC Records.pdf.



Basic Guide to Wisconsin Small Claims Actions Page 9 of 16

MY CASE IS GOING TO TRIAL

PREPARING FOR AND PARTICIPATING IN A CONTESTED TRIAL

Refer to Local Court Rules

You must follow local court rules that may not be contained in this guide. Local court rules can be found on the WI State Bar website at:
https://www.wisbar.org/Directories/CourtRules/Pages/Circuit-Court-Rules.aspx

or the courts website at: https://www.wicourts.gov/scrules/index.htm.

Now do I need a lawyer?

Before attempting to handle a contested small claims hearing on your own, you should consider seeking legal assistance. There are specific rules that must be followed in a small claims hearing.

Preparing Your Case

Collect and preserve any documents or other evidence needed for trial.

Collect and preserve any documents or receipts from your dealings with the other party. Put them in chronological date order. Evidence on cell phones, computers or other electronic devices must be printed out or saved to a storage device to submit to the court. Making a detailed timeline of all of the events involved (in date order) may help you present your case in a more organized way. **It is recommended that you bring copies of all documents for the court and all other parties.** NO AIR-GAPPED COMPUTER/SERVER AVAILABLE.

Determine if you will need witnesses.

Determine if you will need witnesses to testify at the trial. Witnesses are people who have personal knowledge of the facts of your case. Friends and relatives may come voluntarily, but business people, police officers and others with no personal interest in the outcome of your case may not. In that case, if the witness lives in Wisconsin, you can require the witness to come to court by having the witness served with a subpoena.

- *Subpoena, (GF-126A) form* and *Certificate of Appearance (Subpoena), (GF-126B) form* can be obtained at www.wicourts.gov or without charge from the clerk of court's office. All *Subpoenas* must be signed by a court official.
- If you need the witness to bring documents or other evidence to the trial, you need to specifically state what the witness is to bring on the *Subpoena* form.
- You will need to have the *Subpoena* served on the witness by the sheriff or a private process server in a reasonable time before the trial.
- You will also need to serve with each *Subpoena* a check for the witness fee, which is $16.00, plus $0.20 per mile the witness has to travel to and from the courthouse.

An expert witness is a person with special training, experience, or expertise in a field beyond the knowledge of an ordinary person. For example, if your case involves defective merchandise or faulty repairs, a full-time mechanic or repair person with several years of experience may qualify as an expert. The expert witness can charge whatever he or she wishes for the testimony. The

SC-6000V, 02/23 Basic Guide to Wisconsin Small Claims Actions Page 9 of 16

SC-6000V Basic Guide to Small Claims Actions SC-6000V_instructions.pdf

Demand for Jury Trial

The Plaintiff was instructed by a court clerk that a form for a jury trial did not exist, nor was a fee necessary. I was later instructed by the Clerk of Courts specifically, that no form was available for this. I was advised by her not to create my own form and such advice conflicts with what is routinely done by attorneys who choose not to use the State forms. Demand for Jury Trial

Appeal in the Wisconsin Court of Appeals," which will assist you with the process. Or, you may wish to contact an attorney to assist you. There are strict time limits involved with filing an appeal, so it is imperative that you do not delay in making that decision.

DEMAND FOR JURY TRIAL. Any party who wishes to preserve their right to a jury trial before a circuit court judge must pay an additional fee of $89.00 (jury request filing fee - $53.00 and 6-person jury fee - $36.00). See §799.21, Wis. Stats. for more information. Pursuant to local court rule, all contested matters will first proceed to a hearing before a Court Commissioner prior to a jury trial. **This jury demand fee is non-refundable.**

DOCKETING A JUDGMENT. Upon granting of judgment, plaintiff may docket their judgment by paying a $5.00 docket fee at the Clerk of Court office. A docketed judgment becomes a lien against any real property of the judgment debtor for 10 years, in the county where judgment is rendered. You may docket the judgment in other counties where the judgment debtor owns real estate, so it becomes a lien on that real estate as well, by filing a Transcript of Judgment from the original judgment and docket lien with the other county. *See Form SC-6060V – Basic Steps for Docketing a Judgment for Collection.*

REDOCKETING A JUDGMENT. An action on a judgment of a court of record must be commenced within 20 years after the judgment is entered, or be barred. Prior to expiration of the initial 10 year period, the judgment creditor can extend or redocket the lien for a second 10-year period by bringing a motion before the court, giving appropriate notice to the adverse party, and paying the docket fee. A judgment can be redocketed for a second 10-year period, but the redocketed judgment period cannot exceed the 20-year period from the initial entry of judgment. See §§806.10, 860.15, and 893.40, Wis. Stats. Once a party has been awarded a judgment, it is that party's responsibility to enforce collection of the judgment, not the Court's. There are various legal remedies available to enforce payment, such as garnishment or execution on the judgment. *See Form SC-6070V – Basic Steps for Handling a Small Claims Earnings Garnishment; or Form SC-6080V – Basic Steps for Handling an Execution Against Property; or Form SC-6090V – Basic Steps for Collecting on a Judgment for Money; or Form SC-6100V – Basic Steps for Collecting on a Judgment for Replevin.*

SATISFACTION OF JUDGMENT. When a judgment has been paid in full, the judgment creditor shall sign a **Satisfaction of Judgment** (GF-129) and provide the same to the judgment debtor for filing with the Court. The judgment debtor must pay a $5.00 satisfaction fee to file the Satisfaction of Judgment with the Clerk of Court. Wis. Stats. §806.20 provides a remedy for the Court to direct satisfaction of judgments that have been paid but have not been satisfied due to loss of the Satisfaction or refusal of judgment creditor to satisfy.

****

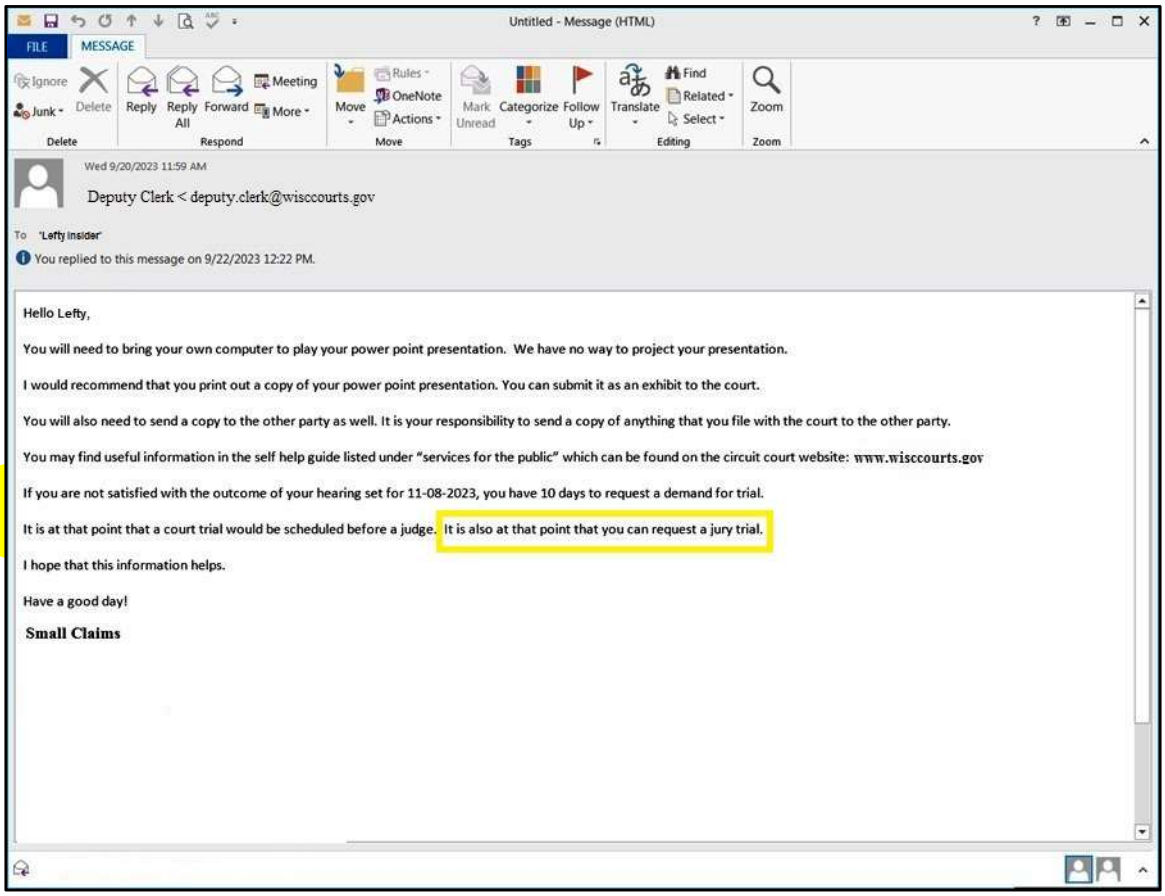
AVOID THESE COMMON FILING ERRORS:

- Make sure to file your action in the county you list at the top of the pleading (because filing fees are non-refundable if you file in the wrong county by mistake).
- Only one case classification code can be selected (select the one that best describes the main purpose of your action).
- Make sure the Complaint is properly signed and notarized.
- Do not include costs in the money judgment you are seeking. Costs are statutorily awarded if the Court grants your judgment.

****

6

Demand for Jury Trial (cont.)
Email from a court clerk verifying a jury trial option for this Plaintiff.



Jury Trial email.msg

This enclosed mixed paper and digital Appendix represents a best effort of this Petitioner/Appellants to be compliant with the rules of submission of documents to this court.

https://www.wisccourts.gov/sc/rulhear/DisplayDocument.pdf?content=pdf&seqNo=378648

https://www.wisccourts.gov/publications/guides/docs/Pro seappealsguide.pdf

Note: These documents do not however provide any specific guidance for Pro se Petitioner/Appellants.

Denied Motion for Digital Appendix

OFFICE OF THE CLERK

WISC COURT OF APPEALS

To:
The Honorable Circuit Court Judge Wannabe
Electronic Notice
Clerk of Courts

September 16, 2024
Attorney Rodney Q. Doofus
Dewey, Cheatem, and Howe S.C.
Electronic Notice
Clerk of Circuit Court County Courthouse
Electronic Notice

Mr. Lefty Insider
42 No Decent Internet Drive
Exploited, WISC 500-30

You are hereby notified that the Court, by its Clerk and Commissioners, has entered the following order:

NO.2024APxxx Insider v. Charpectrum Communications, Inc. L.c.# 2023SCxxx

On September 3, 2024, plaintiff-appellant-petitioner, Lefty Insider - Pro se, filed a petition for review and accompanying paper appendix concerning the court of appeals' August 7, 2024 decision in this matter, which the court of appeals declined to reconsider by order of August 23, 2024. With the petition, Mr. Insider filed a motion asking this court for permission to file a "digital appendix" consisting of "unrecorded digital files" contained on a USB drive submitted with the motion. The motion explains that the USB drive contains "about 4,000 files, in more than 240 folders and subfolders" that "cover[] more than three years of Charpectrum complaint related documents." Mr. Insider claims that this "digital appendix" is necessary because "those paper documents that were filed, were not done so in a clearly understandable manner, as remarked by the trial judge ... nor have the digital files been submitted at all."

IT IS ORDERED that the motion be denied. The proposed "digital appendix" does not comply with our rules. See Wisc. Stat. 809.62(2)(f) (appendix shall include "portions of the record necessary for an understanding of the petition"). The clerk is directed to return to Mr. Insider the USB drive he submitted with his motion.

Clerk of Supreme Court

From: 'Lefty Insider' <lefty@insiderpub.io>
Sent: Friday, September 13, 2024 3:20 PM
To: Deputy Clerk < deputy.clerk@wisccourts.gov >
Subject: Insider v. Charpectrum

Hi Deputy Clerk,
Am I allowed to file a response to this Defendant response below?
Lefty

From: Legal Assistant [mailto: dcah@lawfirm.com]
Sent: Friday, September 13, 2024 1:06 PM
To: Lefty Insider' lefty@insiderpub.io
Cc: Attorney Rodney Q. Doofus [mailto: rdoofus@lawfirm.com]
Subject: Insider v Charpectrum

Attached please find copies of the Response to Petition, Appendix to Response to Petition and Affidavit of Service e-filed with the Supreme Court today. We are sending these documents to you via email and U.S. Mail.

Thank you.
Legal Assistant
Dewey, Cheatem, and Howe, S.C.

Attachments: 2024-09-13 Insider - SupCt - Response to Petition for Review, 2024-09-13 Insider - SupCt - Appendix to Response to Petition for Review.PDF,, 2024-09-13 Insider - SupCt - Affidavit of Service re Response to Petition for Review.PDF

SUPREME COURT OF WISC
APPEAL NO. 2024AP000XXX
LEFTY INSIDER,
Plaintiff-Appellant-Petitioner,
v.
CHARPECTRUM COMMUNICATIONS INC.,
Defendant-Respondent.

Appeal from the County Circuit Court
Case No. 2023SC000XXX
The Honorable Judge Wannabe, Presiding

Response to Petition for Review

Attorney Rodney Q. Doofus rdoofus@lawfirm.com
Dewey, Cheatem, and Howe S.C.
123 Lawsuit Lane,
Litigateville, WISC 54321

FILED
09-13-2024
CLERK OF WISC
SUPREME COURT

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CONCLUSION 18
FORM AND LENGTH CERTIFICATION 20

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Wisc. Stat. § 809.62(1r)(c)(1)–(3) 16
Wisc. Stat. § 809.62(3) 4

Defendant-Respondent
Charpectrum Communications Inc. ("Charpectrum"),

By and through its attorneys, Dewey, Cheatem, and Howe S.C., hereby respectfully submits the following Response to the Petition for Review filed by Plaintiff- Appellant-Petitioner Lefty Insider ("Mr. Insider") pursuant to Wisc. Stat. § 809.62(3).

INTRODUCTION

Mr. Insider's petition to this Court represents yet another unnecessary escalation of this matter and the continued waste of valuable judicial resources. As both the Circuit Court and Court of Appeals have now informed Mr. Insider, there is nothing preventing him from refiling this action in Circuit Court, as his case was dismissed without prejudice. Yet, despite this clear and obvious instruction, Mr. Insider seeks this Court's review of a routine contractual dispute—one in which the only issue, at least for this Court's purpose, is whether Mr. Insider should have introduced into evidence the very contract he alleges has been violated. Because the Circuit Court and Court of Appeals did not err in their decisions, and because Mr. Insider has wholly failed to enumerate any meaningful reason for which this Court should accept review, Charpectrum respectfully requests that the Court deny Mr. Insider's petition.

STATEMENT OF THE ISSUES

Issue One: Whether the Circuit Court erred by dismissing this action without prejudice due to Mr. Insider's failure to introduce the terms and conditions that govern his contractual relationship with Charpectrum.

Circuit Court: The Circuit Court dismissed this action, without prejudice, because Mr. Insider failed to file a copy of the terms and conditions that govern his relationship with Charpectrum. R. 124; App.076. Without such terms and conditions, the Circuit Court held, Mr. Insider was unable to carry his burden, and the Circuit Court was unable to adjudicate his claims. Id.

Court of Appeals: The Court of Appeals affirmed the decision of the Circuit Court, concluding that, in order to prove that Charpectrum was liable to him, Mr. Insider had to submit evidence that established the terms of the contract. R. 152; App.101–02. Because he failed to do so, the Court of Appeals stated, the Circuit Court could not determine the rights and obligations of the parties, or whether Charpectrum had breached the contract at all.

STATEMENT OF THE CASE

This appeal arises from Mr. Insider's unsuccessful claim against Charpectrum related to Charpectrum delivery of Internet services. Mr. Insider commenced this action on August 7, 2023 in County Court as a small claims matter. R. 4; App.001–002 In his complaint, Mr. Insider alleges that he has run "2000 Internet speed tests to hundreds of speed test locations" and that Charpectrum has failed to provide Internet speeds equal to what he has been billed for. R. 4; App.002. As a result, Mr. Insider sought damages of $4,904.67, representing his purported overpayment for services provided by

Charpectrum, along with costs associated with equipment purchase to test and enhance (obtain what he is being billed for)his Internet's performance. R. 4 at 28; App.028.

After Mr. Insider filed the action, Charpectrum produced a significant number of (irrelevant and unnecessary)documents to Mr. Insider in response to certain requests. See R. 24, 33–42, 57–64. Around the same time, Mr. Insider filed multiple motions, including a motion to compel.

See R. 52, 54, 56, 67, 71, 74, 78. Meanwhile, Charpectrum filed a motion to quash certain depositions requested by Mr. Insider. See R. 69.

On January 5, 2024, the Court Commissioner held a small claims hearing.[1] Per the Court Commissioner's minutes, Commissioner Attorney Over His Head denied Mr. Insider's various motions and directed that the hearing proceed. Mr. Insider was sworn in and provided testimony to the Commissioner, accompanied by a visual presentation. (paper copies of a PowerPoint presentation created as notes for himself) See R. 80. Mr. Insider was then briefly questioned by counsel for Charpectrum. Following Mr. Insider's evidence, counsel for Charpectrum gave a brief statement and then called a witness. The witness was shown email correspondence demonstrating the lengths to which Charpectrum went through to test Mr. Insider's Internet services, and the witness opined on those efforts. See R. 79. Mr. Insider then briefly examined the witness. (whose answers consisted of him saying that he did not know the answers) Following the close of evidence from the parties, the Commissioner questioned both the witness and Mr. Insider, and indicated that it would provide a written decision on the matter.[2]

[1] A brief recounting of the events of the hearing are taken from the minutes made available to the public on CCAP.

[2] The Commissioner also permitted Charpectrum to file a post-trial brief in light of the fact that Mr. Insider did not provide counsel for Charpectrum with a copy of his presentation (numerous copies were provided via email and postal mail) for use during the hearing. See R. 81. Mr. Insider also filed a post-trial brief. See R. 82.

On February 1, 2024, the Commissioner issued his written decision. See R. 87; App.069–071. The Commissioner noted that Mr. Insider was proceeding on the theory that Charpectrum was not "providing [him] with advertised speeds at the rate for which [he] is paying." R. 87 at 1; App.069.

The Commissioner noted that much of the testimony at the hearing focused on the time from when Mr. Insider upgraded his speeds in March 2023 until the date of the filing of the action. Id. Moreover, the Commissioner noted that it was "undisputed" that from 2021 through March 2023, Mr. Insider received a discounted price (admission of guilt) for his Internet services. Id. In his findings, the Commissioner noted, among other things, that (1) Mr. Insider did not adequately show his testing was more accurate than Charpectrum; (2) Mr. Insider's evidence relied, in part, on an anonymous "Google engineer" and that the Commissioner could not rely on such unsubstantiated evidence; and

(3) Mr. Insider admitted that he unilaterally cancelled industry-standard testing. (demonstrably false) R. 87 at 2; App.070. In sum, the Commissioner concluded that Mr. Insider "failed to meet the burden of proof that would allow [the] court to provide the requested relief," and therefore, denied Mr. Insider's request for damages. Id.

Days later, on February 5, 2024, Mr. Insider filed a demand for trial. R. 89; App.072–075. Mr. Insider's demand for trial did not request a jury trial, (demonstrably false) but instead, requested a "trial before a Circuit Court judge." R. 89 at 1; App.072. Included in Mr. Insider's demand was a section entitled "Supplemental Punitive Damages" whereby Mr. Insider sought to obtain $5,000.00 in punitive damages against Charpectrum. R. 89 at 2; App.073. It also included a "Court Room Equipment List Request" in which Mr. Insider sought specific equipment to be provided for his use at trial. R. 89 at 3; App.074. Following his filing of a demand for trial, Mr. Insider again filed various motions and requests. R. 94, 99, 100, 102, 103, 105, 107, 110, 111.

On March 28, 2024, the Circuit Court held a court trial. See R. 125; App.077–093. The Circuit Court began by reciting (an incorrect and imagined) the procedural posture of the case but noted that, on further review, most of the matter might have been "moot." Id. at 2:11–18.3 the judge inquired as to Mr. Insider's claim, correctly characterizing it as one in which Mr. Insider contended that he was "not receiving Internet speeds that [he] contracted for." Id. at 2:19–21. Mr. Insider responded "yes" when asked if that was his claim. Id. at 3:5–7. After 3 All citations to the transcript of the trial refer to the record page number. receiving this answer, the Circuit Court immediately noted that Mr. Insider had "not filed a copy of [his] terms and conditions of service." Id. at 3:8–9.

Mr. Insider responded by stating that he did not "understand the relevance" of the terms and conditions, to which the Circuit Court responded by explaining to Mr. Insider that the terms and conditions set forth the agreement between the parties, that Mr. Insider's claim was asserting a violation of the parties' agreement, (not true) and that without it, the Court could not ascertain whether a violation occurred. Id. at 3:22–25, 4:1–17.

In response, Mr. Insider contended that he never signed an agreement, to which the Circuit Court responded by inquiring as to how Mr. Insider signed up for the services. Id. at 4:21–25, 5:1–13. Despite previously agreeing with the Circuit Court's statement that his claim was for a violation of the terms between the parties, (not true) Mr. Insider then asserted that the terms and conditions were "not the root of [his] case" and that the true issue was what was "being advertised and what [was] being billed." Id. at 5:16–21. The Circuit Court responded by asking: "They can only bill you if you've agreed to be billed; correct?" to which Mr. Insider responded, "No." Id. at 6:3–5.

The Circuit Court then took the opportunity to demonstrate to Mr. Insider what it was rightly focused on by illustrating to Mr. Insider that there was an agreement between the parties. Utilizing a Charpectrum bill in the record, the Circuit Court pointed out that, on the bill, there was a portion that stated "*Charpectrum Terms and Conditions of Service – In accordance with the Charpectrum Terms and Conditions of Service, Charpectrum services are billed on a monthly basis.*" Id. at 8:18–25, 9:1–6; see also R. 12 at 11; App.040.

After reading this portion of the document, the Circuit Court told Mr. Insider that the recited portion indicated that "there exists a terms and conditions of service." R. 125 at 9:6–12. The Circuit Court told Mr. Insider that it was a breach of these terms that Mr. Insider was claiming, but that Mr. Insider had failed to provide a copy of those terms. Id. Despite this, Mr. Insider continued to contend that he was not claiming a breach of the terms and had not signed any such agreement. Id. at 9:20–25. Notwithstanding the fact that Mr. Insider indicated that he had not signed any such agreement, he admitted shortly thereafter that the (such an) agreement exists. Id. at 10:16.

The Circuit Court emphasized that Mr. Insider had the burden of proof in the action and further indicated that, with respect to Mr. Insider's claim, the terms and conditions of service were the "key" and that those terms were needed before the Circuit Court "could even consider a violation." Id. At 10:6–8, 20–22. Given that Mr. Insider had not provided the terms and conditions of service, the Circuit Court stated that Mr. Insider could not "possibly prove" that there was a violation of the agreement, given that the terms of the agreement were not at all present in the case. Id. at 11:1–8.

Accordingly, the Circuit Court stated that it was dismissing Mr. Insider's claim without prejudice and that Mr. Insider was "free to refile it," but that he would need to file his terms and conditions of service. Id. at 11:9–12.

Mr. Insider, undeterred, told the Circuit Court in response that the bill was all he needed, given that the bill displayed the speed that he was supposed to be receiving. Id. at 11:16–23. The Circuit Court correctly noted that bills and advertisements are not contracts, and after considerable back and forth, that it still needed the terms and conditions of service to adequately resolve the case. Id. at 12:2–14, 14:2–8, 21–24, 15:4–11, 16:1–6. The Circuit Court then adjourned the hearing.

On April 8, 2024, the Circuit Court entered a written order. It found that Mr. Insider had "failed to file with the Court a copy of the terms and conditions that govern his contractual relationship" with Charpectrum, and that, "without such terms and conditions, [Mr. Insider] is unable to carry his burden, and the Court is unable to adjudicate [Mr. Insider's] claims." R. 124;

App.076. As such, the Circuit Court dismissed the action without prejudice and without costs to either party. Id. Mr. Insider filed a notice of appeal on April 29, 2024. See R. 126.

On August 7, 2024, the Court of Appeals issued its decision. See R. 152; App.094–103. After spending several paragraphs highlighting the deficiencies of Mr. Insider's brief, the Court of Appeals turned to what appeared to be his primary argument on appeal, e.g., that the Circuit Court erred in construing his claim to be for breach of contract and erred in dismissing his claim due to his failure to submit the terms and conditions of the contract between he and Charpectrum. R. 152; App.094–099. The Court of Appeals concluded that the Circuit Court did not err in construing Mr. Insider's claim as one for breach of contract because the "relationship between a service provider and a customer is contractual in nature." R. 152; App.100. The Court of Appeals further noted that Wisc law explicitly treats the relationship between an Internet service provider and a customer as one grounded in contract. See id.

Finally, the Court of Appeals recognized that Mr. Insider's own characterization of his claim demonstrated that it was one for breach of contract. R. 152; App.101. (not true)

Having concluded that the Circuit Court's construal of Mr. Insider's claim as one for breach of contract was appropriate, it next considered whether the Circuit Court erred by dismissing Mr. Insider's case without prejudice for failure to introduce evidence of the terms and conditions of the contract between he and Charpectrum. See id. Ultimately, the Court of Appeals concluded that, in order to demonstrate that Charpectrum was liable to him, Mr. Insider was required to submit evidence that established the terms of the contract between he and Charpectrum. Id. By failing to do so, the Court of Appeals said, the Circuit Court could not "determine the rights and obligations of the parties under their contract or whether Charpectrum had breached the contract by failing to fulfill one or more of its obligations." R. 152; App.102. Accordingly, the Court of Appeals affirmed the Circuit Court's decision. R. 152; App.103. Shortly thereafter, Mr. Insider filed a motion for reconsideration with the Court of Appeals, and the Court of Appeals denied the motion. See App.105.

ARGUMENT

I. This Court's Criteria For Granting Review Are Not Satisfied.

"Supreme court review is a matter of judicial discretion, not of right, and will be granted only when special and important reasons are presented."

Wisc. Stat. § 809.62(1r). Such "special and important reasons" include, but are not limited to, (a) where the case presents a "real and significant question" of federal or state constitutional law; (b) where the petition demonstrates a need for the Court to "consider establishing, implementing, or changing a policy" within its authority; (c) where a decision from the Court would "develop, clarify or harmonize" the law; (d) where the Court of Appeals' decision is in conflict with controlling decisions of this Court, the United States Supreme Court, or another decision from the Court of Appeals; and (e) where the Court of Appeals' decision is in accordance with opinions of this Court of the Court of Appeals, but due to the passage of time or changing circumstances, such opinions are ripe for reexamination. Wisc. Stat. § 809.62(1r)(a)–(e). None of these circumstances are present here.

First, there is no "real" or "significant' question involving federal or state constitutional law—this is a routine contract dispute between a business and a consumer, and nothing more. Second, Mr. Insider's petition does not demonstrate a need for this Court to consider establishing, implementing, or changing a policy within its authority. Mr. Insider's case was dismissed without prejudice due to his failure to introduce a key element of his claim—this neither implicates any policy within the Court's authority, nor requires the implementation of a new policy. To the contrary, this matter involves nothing more than the application of one of the oldest propositions of law in existence—that it is the plaintiff's burden to prove his case.

(Another one of the oldest propositions of law in existence is that a plaintiff is allowed to present evidence to support his case. That did not happen here.)

Third, a decision from the Court in this matter will not "develop, harmonize, or clarify" the law. Again, this case was resolved through well-established principles of law that have been in existence for centuries. Mr. Insider failed to carry his burden on his claim through his wholesale failure to introduce into evidence the very contract (not a contract) that he alleges was violated.

Moreover, this action does not call for the "application of a new doctrine," present a "novel" question, or present a "question of law." See Wisc. Stat. § 809.62(1r)(c)(1)–(3). Accordingly, there is no reason for this Court to grant review under these provisions.

Fourth, the Court of Appeals' decision is not in conflict with any binding precedent. Indeed, the Court of Appeals' applied well-settled principles of law and appropriately cited to the relevant authorities to support its decision. And, finally, there is no reason for the Court to review this action on the grounds that the decisions upon which the Court of Appeals relied are ripe for examination. Again, the decisions relied upon by the Court of Appeals involved the straightforward application of well-settled principles of law to the facts of this matter. Therefore, because none of the criteria set Forth in Wisc. Stat. § 809.62(1r) are satisfied, this Court should deny Mr. Insider's petition.

II. Mr. Insider's Arguments are Unpersuasive and Without Merit.

Mr. Insider lobs a variety of assertions and arguments at the Court with respect to why review is warranted, but none are persuasive. For example, Mr. Insider appears to suggest that the court system has "failed him" and that the Circuit Court and Court of Appeals have not conducted a "vigorous evidentiary examination." This is demonstrably false. At the small claims level, Mr. Insider was permitted to present his case at length (15 minutes and hobbled with discovery documents and witnesses) and even had the opportunity to cross-examine a Charpectrum witness. See, e.g., R. 79 & 80. And though the Circuit Court and Court of Appeals ultimately determined that Mr. Insider had failed to introduce a key piece of evidence to support his claim, both concluded that dismissal without prejudice was appropriate, thus permitting Mr. Insider to refile his action and seek relief. See R. 124, 152; App.076, 103.

Mr. Insider also asserts that he has "pursued every imaginable and legally available avenue to address, correct, and seek redress" for the alleged breach of contract by Charpectrum. But again, Mr. Insider plainly has not done so—he may still refile his action in County Circuit Court, and this time, introduce the evidence necessary to support his claim. The fact that Mr. Insider does not wish to do so, however, does not mean that he is out of options, or that this Court should grant review.

So just shut up and submit to our rigged system that calls an *Unconscionable* Hold Harmless Agreement, a contract.

Simply put, the court system has not denied Mr. Insider any opportunity to present his case, be it via evidence, argument, or otherwise. To the contrary, Mr. Insider has been provided an opportunity to argue his case at every turn, but simply dislikes the results that he has obtained thus far. But again, the results complained of by Mr. Insider are not necessarily final—he has been told, ad nauseum, that he may refile his action with the appropriate evidence. Thus, because Mr. Insider does not present any compelling arguments that warrant this Court's consideration, and because Mr. Insider may re-file his action to obtain the day in court that he complains he never had, this Court should deny the petition.

CONCLUSION

For all the foregoing reasons, Charpectrum respectfully requests that the Court deny Mr. Insider's petition for review.

Respectfully submitted this 13th day of September, 2024.
Electronically Signed by Attorney Rodney Q. Doofus
Dewey, Cheatem, and Howe S.C.
123 Lawsuit Lane, Litigateville, WISC 54321
Attorneys for Charpectrum Communications Inc.
Case 2024AP000xxx Response to Petition for Review Filed 09-13-2024 Page 19 of 20

FORM AND LENGTH CERTIFICATION

Pursuant to Wisc. Stat. §809.19(8g), I certify that this brief conforms to the rules contained in Wisc. Stat. §809.62(4) and Wisc. Stat. §809.19(8)(b) and (bm) for a document produced with proportional serif font. The length of this brief is 3,192 words.
Dated this 13th day of September, 2024.

Case 2024AP000832 Appendix to Response to Petition for Review Filed 09-13-2024 Page 1 of 108

SUPREME COURT OF WISC
APPEAL NO. 2024AP000832

LEFTY INSIDER
Plaintiff-Appellant-Petitioner,
v.
CHARPECTRUM COMMUNICATIONS INC.,
Defendant-Respondent.

At this point this author feels that he needs to spare the reader the annoyance of reading though a 108 page rehash of every document that has ever been filed in this case which the above mentioned appendix represents. Sufficed to say that the defendant was allowed to re-present evidence which the plaintiff could not introduce digital evidence, in the form of a usb drive. It's analog equivalent would have been thousands of pages of paper.

Page 1 of 2
SUPREME COURT OF WISC
APPEAL NO. 2024AP000XXX
LEFTY INSIDER
Plaintiff-Appellant-Petitioner
v.
CHARPECTRUM COMMUNICATIONS INC.
Defendant-Respondent

Appeal from the Circuit Court
Case No. 2023SC000XXX
The Honorable Judge Wannabe, Presiding

AFFIDAVIT OF SERVICE
STATE OF WISC

Being first duly sworn on oath deposes and says that on the 13th day of September, 2024, the documents that follow this page were sent via Email and U.S. Mail and deposited in a post office box, securely enclosed in a sealed envelope with full postage prepaid, a true and correct copy of the Response to Petition for Review and Appendix to Petition for Review, to the following:

Case 2024AP000XXX Affidavit of Service (Response to PRE) Filed 09-13-2024 FILED 09-13-2024 CLERK OF WISC SUPREME COURT

Mr. Lefty Insider
42 No Decent Internet Drive
Exploited, WISC 500-30
Email: lefty@insiderpub.io

Subscribed and sworn to before me this 13th day of September, 2024.

STATE OF WISC
SUPREME COURT
APPEAL NO: 2024AP000XXX

LEFTY INSIDER
Plaintiff-Appellant Petitioner
v.
CHARPECTRUM COMMUNICATIONS INC., dba Charpectrum Mid-America, LLC
Defendant-Respondent

County Small Claims Court
Case No. 2023SC000XXX
Commissioner Attorney Over His Head, Presiding

County Circuit Court
Case No. 2023SC000XXX
The Honorable Circuit Court Judge Wannabe, Presiding

Appeal to the State Of WISC Court Of Appeals
Appeal No: 2024AP000XXX
The Honorable Judge Bought and Paid For, Presiding

PETITIONER RESPONSE TO APPELLEE IN SUPREME COURT

Mr. Lefty Insider, Pro se
lefty@insiderpub.io

September 16, 2024

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This brief document will rebut and directly address and seeks to clarify and correct the Appellee/Defendants Response to Petition for Review in the order they have been proffered by the Defendant. *Defendant's positional response in italics.*

ARGUMENTS

1. *Mr. Insider seeks this Court's review of a routine contractual dispute—one in which the only issue, at least for this Court's purpose, is whether Mr. Insider should have introduced into evidence the very ToS agreement (contract) (sic) he incorrectly is alleged to claim to have been violated.*

At no point in this now 14 month legal ordeal, has this Petitioner alleged a contract violation, but rather billing fraud. It is both false and disingenuous for this claim to continuously be made by the Defendant.

2. *Issue One: Whether the Circuit Court erred by dismissing this action without prejudice due to Mr. Insider's failure to introduce the terms and conditions that govern his contractual relationship with Charpectrum.*

It has been proven well beyond a reasonable doubt, that in fact no valid contract exists between the Plaintiff and Defendant other than the billing statements which were in fact introduced to the court system. The ToS agreement does not meet the criteria laid out by the Appellate Court that a contract must include what is being purchased and for how much. The bill in fact does exactly that, and meets that criteria for clearly establishing the rights and obligations of the parties as has been expressed repeatedly by this Plaintiff.

Court of Appeals: The Court of Appeals affirmed the decision of the Circuit Court, concluding that, in order to prove that Charpectrum was liable to him, Mr. Insider had to submit evidence that established the terms of the contract. R. 152; App.101–02.

Because he failed to do so, the Court of Appeals stated, the Circuit Court could not determine the rights and obligations of the parties, or whether Charpectrum had breached the contract at all. Id.

The Court of Appeals ruled as follows:

¶15 In order to prove that Charpectrum was liable to Insider, he had to submit evidence that established the terms of the contract—his subscription to Charpectrum Internet service. Insider argues that the monthly invoices he received from Charpectrum constitute his "agreement" with Charpectrum. This court disagrees for two reasons.

First, the monthly invoices in the record cannot, by themselves, constitute the entire contract between Insider and Charpectrum because the invoices are missing at least one material term—the ***speed of service*** *to which Insider was subscribed. Under Wisc law, a provider of Internet access must "disclose the material terms of the subscription in context with each other" and in writing or, in limited circumstances, orally or electronically. WIS. ADMIN. CODE § ATCP 123.02(2).*

The first error in the opinion of the court here is to assume a contractual subscription exists that does not in fact exist. See MOTION TO RECONSIDER. The second error is the claim that the speed of the service is not indicated on the bill **which in fact _is_ clearly indicated on the billing statements**. It is however completely absent from the proffered ToS agreement, which includes disclaimers that does not in fact guarantee _any specific speed_.

Furthermore, the invoices in the record—including the March 2021 invoice to which the Circuit Court directed the parties' attention at the trial—contain language indicating that Insider's subscription was subject to a set of terms and conditions. This indicates that those terms and conditions formed part of the contract between Insider and Charpectrum for at least a portion of the time period in question.3 But Insider did not submit any proof of those terms and conditions. By failing to do so, he did not meet his burden of proof to establish the terms of his agreement with Charpectrum.

¶16 This failure of proof meant that the Circuit Court could not determine the rights and obligations of the parties under their contract or whether Charpectrum had breached the contract by failing to fulfill one or more of its obligations. For this reason, the court did not err in dismissing Insider's claim without prejudice, which allows him to refile his case and submit evidence establishing the terms of his contractual relationship with Charpectrum.5

As this plaintiff has argued repeatedly throughout this legal process, there is no factual proof or legal precedent that supports this opinion by the courts that this statement regarding billing frequency somehow indicates that a binding contract was agreed to or somehow put into force. See page 8.

3. *In his complaint, Mr. Insider alleges that he has run "2000 Internet speed tests to hundreds of speed test locations" and that Charpectrum has failed to provide Internet speeds equal to what he has been billed for.*

This is not alleged, but offered as factual evidential data and witness testimony under oath by the Plaintiff. Complete test data **not** entered into the court record, due to flawed procedures and/or obstructive behavior by the Clerk of Courts office.

4. *The Charpectrum Technical Support Supervisor Manager was shown email correspondence demonstrating the lengths to which Charpectrum went through to test Mr. Insider's Internet services, and the Technical Support Supervisor Manager opined on those efforts. See R. 79. Mr. Insider then briefly examined the Technical Support Supervisor Manager.*

Technical Support Supervisor Manager provided disingenuous, incomplete, and "I don't know answers" to Plaintiff questions. Additional witnesses testimony to test the veracity of this limited testimony was not allowed by the court. There is unfortunately no transcript to show proof of this.

5. *The Commissioner also permitted Charpectrum to file a post-trial brief in light of the fact that Mr. Insider did not provide counsel for Charpectrum with a copy of his presentation for use during the hearing. See R. 81. Mr. Insider also filed a post-trial brief. See R. 82.*

The Plaintiff is not required to spoon feed discovery documents to the Defendants Outside Council that has already been filed with the court **and personally delivered as discovery to the Defendant.**

6. *Moreover, the Commissioner noted that it was "undisputed" that from 2021 through March 2023, Mr. Insider received a discounted price for his Internet services.*

This was in fact disputed by the billing evidence provided by this Plaintiff to both the court and the defendant. See Appendix for Charpectrum bill progression.pdf. Discount was from April 2021 to April 2022.

The following three inaccuracies will be addressed one at a time:

(1) Mr. Insider did not adequately show his testing was more accurate than Charpectrum;

The Plaintiff explained exactly why and how the **2** Charpectrum speed tests are both flawed and erroneous. Approx. **2000** comprehensive documented test data results were provided by the Plaintiff, which included publicly available data from both Measurement Lab and Purdue University.

(2) Mr. Insider's evidence relied, in part, on an anonymous "Google engineer" and that the Commissioner could not rely on such unsubstantiated evidence; and

(3)

The above is a complete and purposeful misrepresentation of the facts of the case. See (1) above) This issue was never raised by the Defendant, but yet introduced by the commissioner as a point in defense of the Defendant, in his clearly biased decision without an opportunity for the Plaintiff to rebut. It is truly unfortunate that there is no transcript of these events.

(4) *Mr. Insider admitted that he unilaterally cancelled industry-standard testing. R. 87 at 2; App.070. In sum, the Commissioner concluded that Mr. Insider "failed to meet the burden of proof that would allow [the] court to provide the requested relief," and therefore, denied Mr. Insider's request for damages.*

The previous is yet another complete and purposeful misrepresentation of the facts of the case. This Plaintiff was extremely disadvantaged by the court not allowing documents and witness testimony, nor sufficient time and materials to present his case. Note that the Commissioner makes no mention of a contract or ToS.

This SamKnows testing was initiated by the Plaintiff under the conditions that the *real time test data* be made accessible and that *Plaintiff verification* of these tests was allowed. Both of these promises were broken by the Defendants employee. Testimony from this employee, the Charpectrum WISC VP of Operations, to confirm these facts was not allowed by the court. Again, it is very unfortunate that there is no transcript of these events.

In addition, it has since come to my attention that Charpectrum/Charpectrum knows exactly what speed in Mbps they are delivering to customers in this area, as it is a shared node Hybrid Fiber Coax cable or HFC system, and they collect this data from customer premise equipment or CPE, without customers explicit permission, from my subdivision area as below.

FFB Episode 184 - Comparing Delivered Vs. Perceived Network Performance on the Fiber for Breakfast webcast with Gary Bolton.
https://soundcloud.com/fiberforbreakfast/ffb-episode-184-comparing-delivered-vs-perceived-network-performance?si=e54732ada64d4159b329984501cf1d0f&utm_source=clipboard&utm_medium=text&utm_campaign=social_sharing

This speed test data collection is revealed in this audio at 12 minutes in by Bryan Darr who is an Executive Vice-President at Ookla.

7. *Days later, on February 5, 2024, Mr. Insider filed a demand for trial. R. 89; App.072–075. Mr. Insider's demand for trial did not request a jury trial, but instead, requested a "trial before a Circuit Court judge." R. 89 at 1; App.072.*

This Plaintiff was told by a court clerk both in person and via email, that a jury trial was available both in person and, email included in Appendix documents. But was then told by the Clerk of Courts herself that (a) a jury trial was not available to me, (b) she could not provide legal advice as to what State form to use, (c) would not provide an explanation for why the SCC court Pro Se instructions say that a jury trial is available, and (d) was advised to not modify the existing SC-517 form as it would be ignored, not entered into the case file, and the application fees would likely be lost.

DEMAND FOR JURY TRIAL**. Any party who wishes to preserve their right to a jury trial before a Circuit Court judge must pay an additional fee of $89.00 (jury request filing fee - $53.00 and 6-person jury fee - $36.00). See §799.21, Wisc. Stats. for more information. Pursuant to local court rule, all contested matters will first proceed to a hearing before a Court Commissioner prior to a jury trial. **This jury demand fee is non-refundable.
https://wisccountywi.gov/wp-content/uploads/2021/01/small-claims-procedural-information.pdf

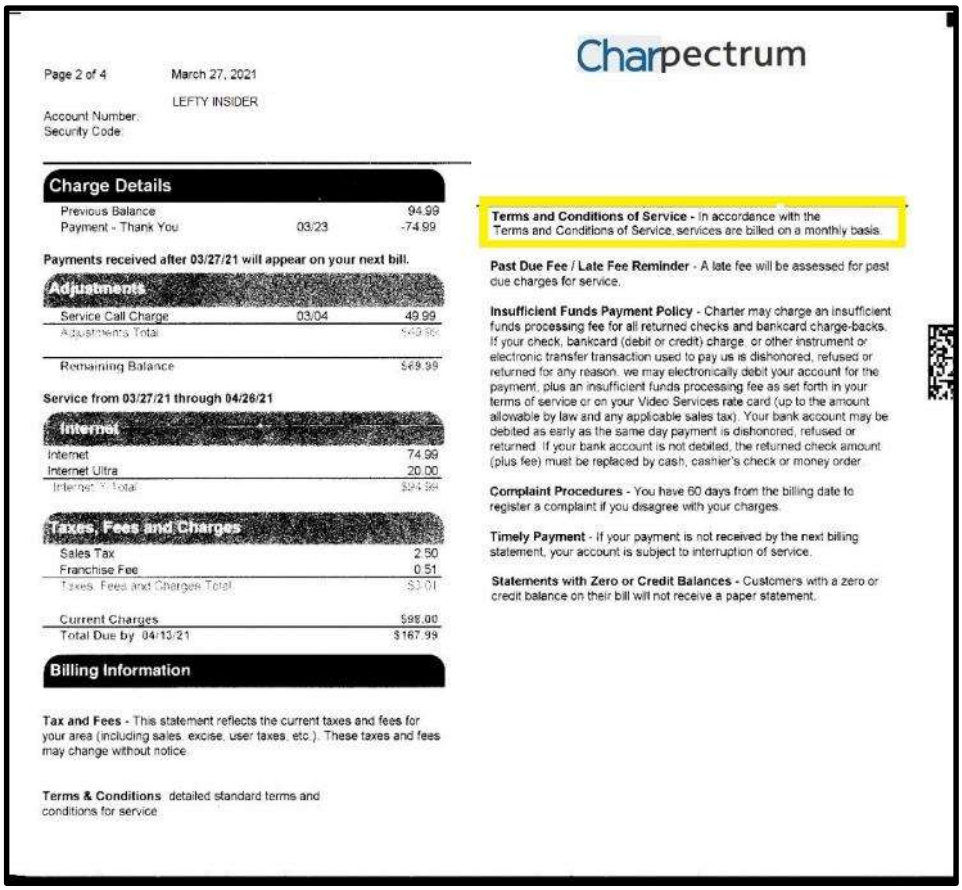
DISCLAIMER: The foregoing information is provided as a courtesy of the County Clerk of Circuit Court to provide litigants with general procedural guidance, based on generally accepted practices in this County. This information is structured to answer frequently asked questions in a neutral and unbiased manner, and to assist in streamlining the small claims procedure for efficiency. Revised 8-14-18

8. *Judge Wannabe inquired as to Mr. Insider's claim, correctly characterizing it as one in which Mr. Insider contended that he was "not receiving Internet speeds that [he] contracted for."*

At no point did the Plaintiff indicate that he was claiming a contract dispute, but rather a billing dispute over fraudulent billing, and secondarily false advertising under s.100.18, Stats.. See Charpectrum SCC lawsuit.pdf page 138 in Appendix.

The courts continue to purposefully misstate this fact to serve their own needs.

9. *Utilizing a Charpectrum bill in the record, the Circuit Court pointed out that, on the bill, there was a portion that stated "Charpectrum Terms and Conditions of Service – In accordance with the Charpectrum Terms and Conditions of Service, Charpectrum services are billed on a monthly basis."*



Charpectrum

Page 2 of 4 March 27, 2021

LEFTY INSIDER

Account Number:
Security Code:

Charge Details

Previous Balance		94.99
Payment - Thank You	03/23	-74.99

Payments received after 03/27/21 will appear on your next bill.

Adjustments

Service Call Charge	03/04	49.99
Adjustments Total		$49.99

Remaining Balance	$69.99

Service from 03/27/21 through 04/26/21

Internet

Internet	74.99
Internet Ultra	20.00
Internet Total	$94.99

Taxes, Fees and Charges

Sales Tax	2.50
Franchise Fee	0.51
Taxes, Fees and Charges Total	$3.01

Current Charges	$98.00
Total Due by 04/13/21	$167.99

Billing Information

Tax and Fees - This statement reflects the current taxes and fees for your area (including sales, excise, user taxes, etc.). These taxes and fees may change without notice.

Terms & Conditions detailed standard terms and conditions for service

Terms and Conditions of Service - In accordance with the Terms and Conditions of Service, services are billed on a monthly basis.

Past Due Fee / Late Fee Reminder - A late fee will be assessed for past due charges for service.

Insufficient Funds Payment Policy - Charter may charge an insufficient funds processing fee for all returned checks and bankcard charge-backs. If your check, bankcard (debit or credit) charge, or other instrument or electronic transfer transaction used to pay us is dishonored, refused or returned for any reason, we may electronically debit your account for the payment, plus an insufficient funds processing fee as set forth in your terms of service or on your Video Services rate card (up to the amount allowable by law and any applicable sales tax). Your bank account may be debited as early as the same day payment is dishonored, refused or returned. If your bank account is not debited, the returned check amount (plus fee) must be replaced by cash, cashier's check or money order.

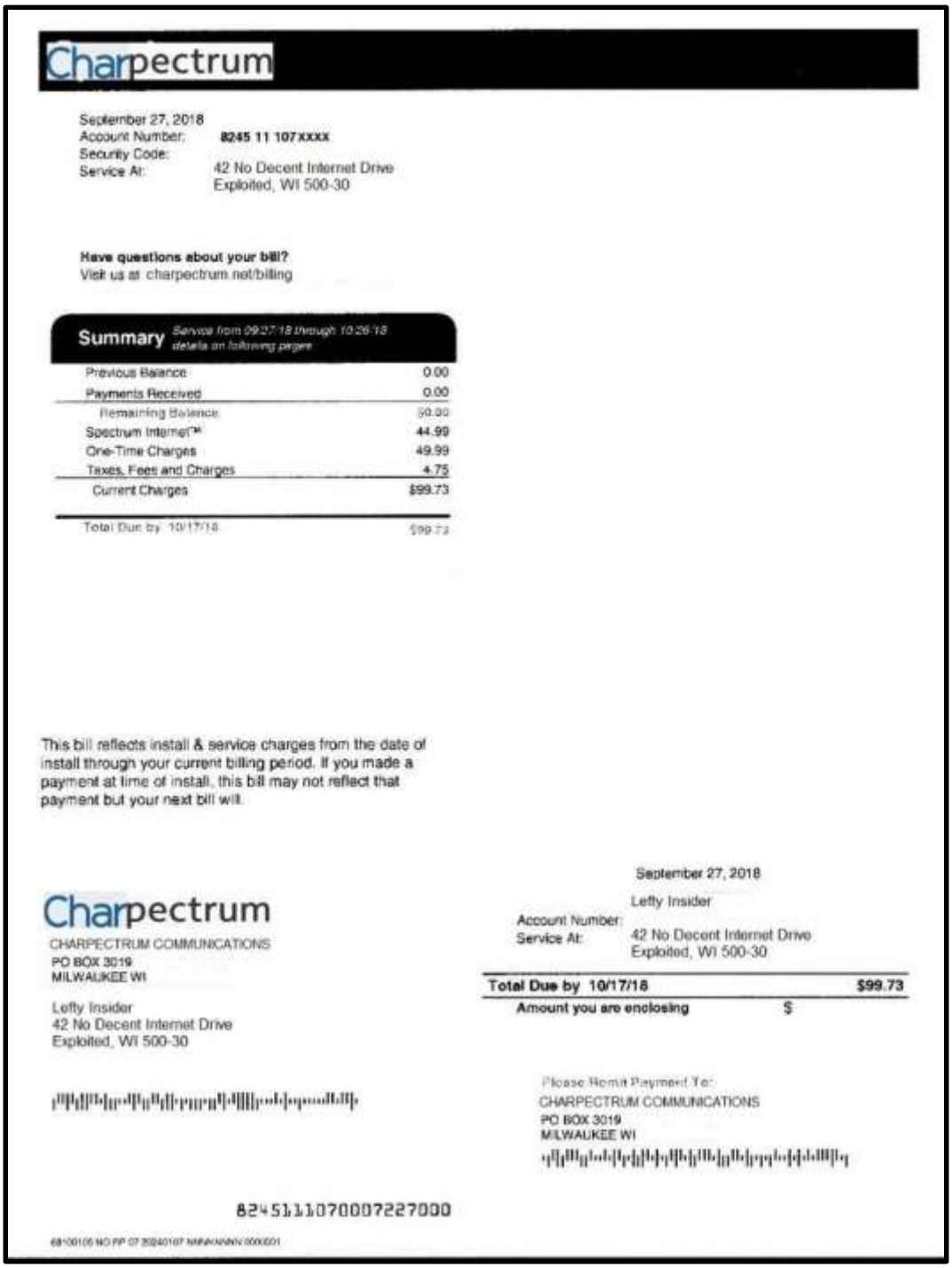
Complaint Procedures - You have 60 days from the billing date to register a complaint if you disagree with your charges.

Timely Payment - If your payment is not received by the next billing statement, your account is subject to interruption of service.

Statements with Zero or Credit Balances - Customers with a zero or credit balance on their bill will not receive a paper statement.

No mention of billing frequency according to a ToS in recent billing

As this plaintiff has argued repeatedly throughout this legal process, there is no factual proof or legal precedent that supports this claim by the court that via this statement regarding billing frequency somehow indicates that a contract was agreed to or somehow put into force. **It is also worth mentioning that 2018 and more recent billing does not even include the aforementioned misinterpreted statement.**



Charpectrum

September 27, 2018
Account Number: 8245 11 107 XXXX
Security Code:
Service At: 42 No Decent Internet Drive
Exploited, WI 500-30

Have questions about your bill?
Visit us at charpectrum.net/billing

Summary *Service from 09/27/18 through 10/26/18 details on following pages*

Previous Balance	0.00
Payments Received	0.00
Remaining Balance	$0.00
Spectrum Internet™	44.99
One-Time Charges	49.99
Taxes, Fees and Charges	4.75
Current Charges	$99.73
Total Due by 10/17/18	$99.73

This bill reflects install & service charges from the date of install through your current billing period. If you made a payment at time of install, this bill may not reflect that payment but your next bill will.

Charpectrum
CHARPECTRUM COMMUNICATIONS
PO BOX 3019
MILWAUKEE WI

Lefty Insider
42 No Decent Internet Drive
Exploited, WI 500-30

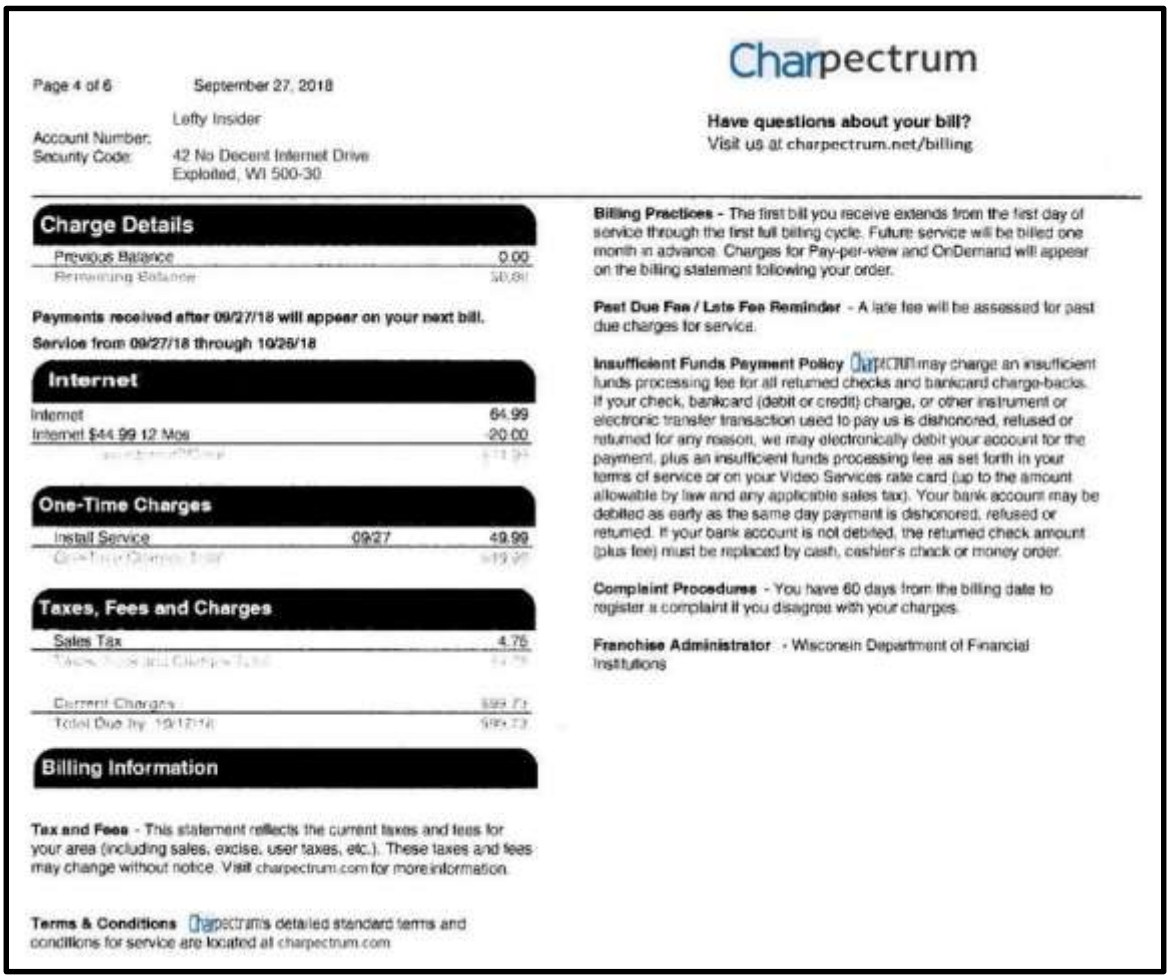
82451110700072270000

September 27, 2018
Lefty Insider
Account Number:
Service At: 42 No Decent Internet Drive
Exploited, WI 500-30

Total Due by 10/17/18 **$99.73**
Amount you are enclosing $

Please Remit Payment To:
CHARPECTRUM COMMUNICATIONS
PO BOX 3019
MILWAUKEE WI

The very first Charpectrum billing statement received by this plaintiff and it provides no indication of a mandatory contractual relationship to a ToS, much less a binding one. Page One.



Page 4 of 6 September 27, 2018

Lefty Insider
Account Number:
Security Code
42 No Decent Internet Drive
Exploited, WI 500-30

Charpectrum

Have questions about your bill?
Visit us at charpectrum.net/billing

Charge Details

Previous Balance		0.00
Remaining Balance		50.00

Payments received after 09/27/18 will appear on your next bill.

Service from 09/27/18 through 10/26/18

Internet

Internet		64.99
Internet $44.99 12 Mos		-20.00
[illegible]		[illegible]

One-Time Charges

Install Service	09/27	49.99
[illegible]		[illegible]

Taxes, Fees and Charges

Sales Tax		4.76
[illegible]		[illegible]
Current Charges		99.75
Total Due by 10/12/18		99.75

Billing Information

Tax and Fees - This statement reflects the current taxes and fees for your area (including sales, excise, user taxes, etc.). These taxes and fees may change without notice. Visit charpectrum.com for more information.

Terms & Conditions Charpectrum's detailed standard terms and conditions for service are located at charpectrum.com

Billing Practices - The first bill you receive extends from the first day of service through the first full billing cycle. Future service will be billed one month in advance. Charges for Pay-per-view and OnDemand will appear on the billing statement following your order.

Past Due Fee / Late Fee Reminder - A late fee will be assessed for past due charges for service.

Insufficient Funds Payment Policy Charpectrum may charge an insufficient funds processing fee for all returned checks and bankcard charge-backs. If your check, bankcard (debit or credit) charge, or other instrument or electronic transfer transaction used to pay us is dishonored, refused or returned for any reason, we may electronically debit your account for the payment, plus an insufficient funds processing fee as set forth in your terms of service or on your Video Services rate card (up to the amount allowable by law and any applicable sales tax). Your bank account may be debited as early as the same day payment is dishonored, refused or returned. If your bank account is not debited, the returned check amount (plus fee) must be replaced by cash, cashier's check or money order.

Complaint Procedures - You have 60 days from the billing date to register a complaint if you disagree with your charges.

Franchise Administrator - Wisconsin Department of Financial Institutions

The very first Charpectrum/Charpectrum bill provides no indication of a mandatory contractual relationship, ToS, much less a binding one. It does mention billing practices with no reference to a ToS. Page Two.

Lefty Insider

From: Charpectrum <Myaccount@charpectrum.com>
Sent: Tuesday, September 11, 2018 3:45 PM
To: lefty@insiderpub.io
Subject: Order and appointment confirmation

To view this email as a web page, go here.

Charpectrum

Order Confirmation

Dear **Lefty Insider**

Thank you for your recent order.

Please review your order information. The technician is scheduled to arrive Thu 09/27, between 1:00 PM - 2:00 PM. If you need assistance, call (855) 757-7328.

Once your service is installed, you can visit charpectrum.net to manage your account and appointments, pay your bill and answer questions about your services. Simply create a username to get started.

Account Information

Account Number: 824511107000
Order Number: 100087832373
Security Code: 9965

Service Address

42 No Decent Internet Drive
Exploited, WI 500-30

Installation Appointment Information

Thursday, September 27, 2018
Between 1:00 PM - 2:00 PM

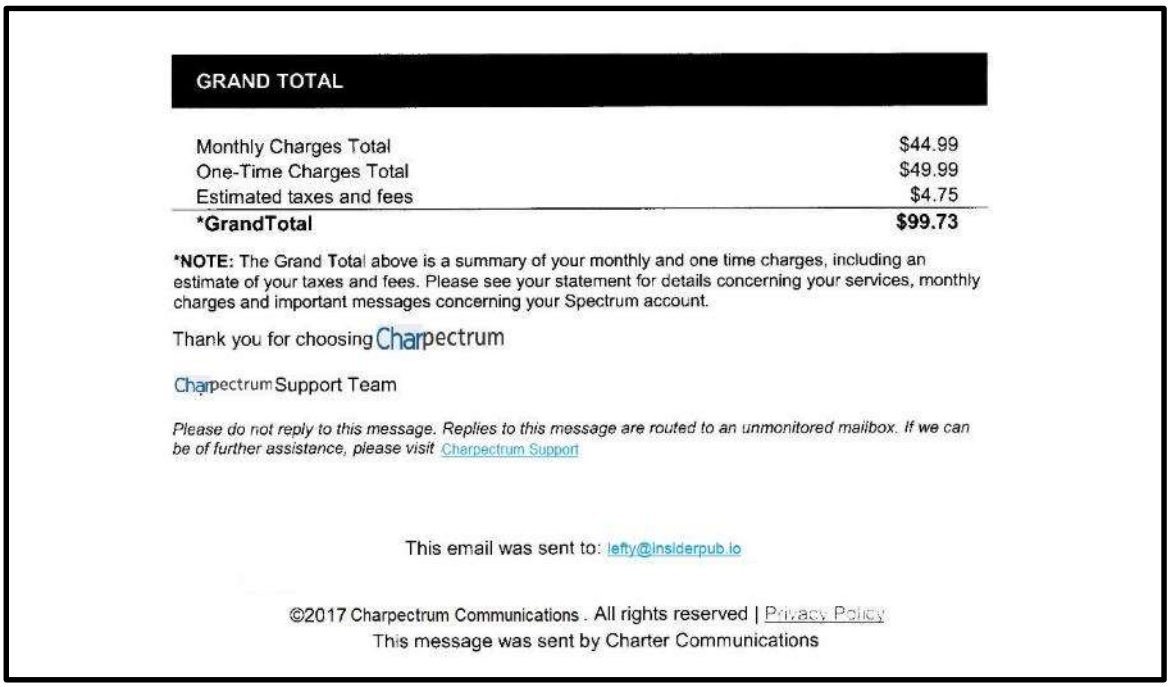
Install: Internet

Summary of Your Charges

RECURRING MONTHLY CHARGES	
INTERNET	
Internet	64.99
Internet $44.99 12 Mos	-20.00
Internet Total	**$44.99**
ONE-TIME CHARGES	
Install Service	49.99
One-Time Charges Total	**$49.99**

1

Service began with a phone call, followed by the recipe of a confirmation email. Page One.



GRAND TOTAL

Monthly Charges Total	$44.99
One-Time Charges Total	$49.99
Estimated taxes and fees	$4.75
***GrandTotal**	**$99.73**

***NOTE:** The Grand Total above is a summary of your monthly and one time charges, including an estimate of your taxes and fees. Please see your statement for details concerning your services, monthly charges and important messages concerning your Spectrum account.

Thank you for choosing Charpectrum

Charpectrum Support Team

Please do not reply to this message. Replies to this message are routed to an unmonitored mailbox. If we can be of further assistance, please visit Charpectrum Support

This email was sent to: lefty@insiderpub.io

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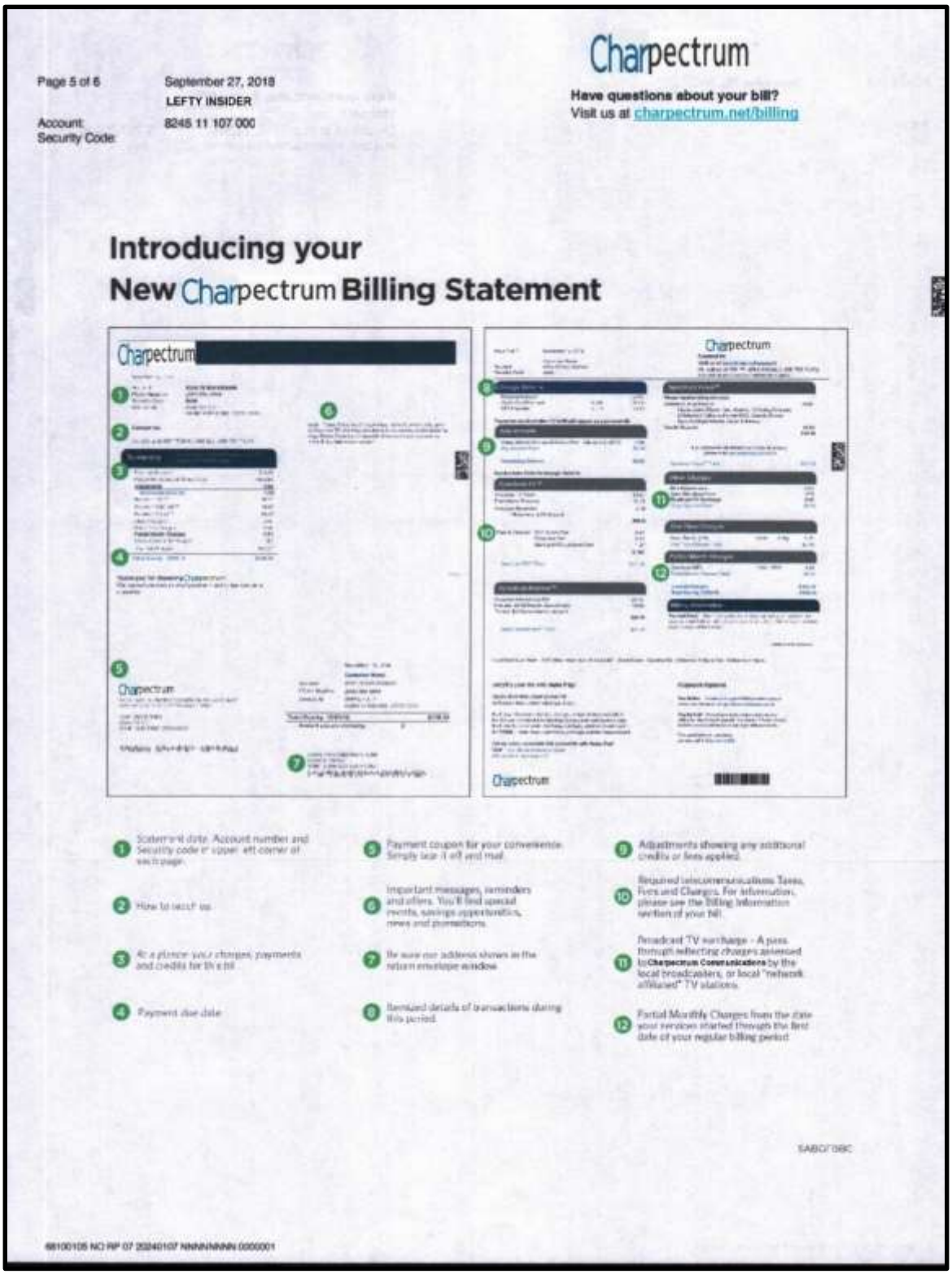
This message was sent by Charter Communications

Service began with a phone call originated by Lefty, followed by the receipt of an email from Charpectrum. Page Two.



Charpectrum

Page 5 of 6 September 27, 2018
LEFTY INSIDER
Account: 8245 11 107 000
Security Code:

Have questions about your bill?
Visit us at charpectrum.net/billing

Introducing your New Charpectrum Billing Statement

Charpectrum [redacted]

Charpectrum

Charpectrum

Charpectrum [redacted]

1 Statement date. Account number and Security code in upper left corner of each page.

2 How to reach us.

3 At a glance: your charges, payments and credits for this bill.

4 Payment due date.

5 Payment coupon for your convenience. Simply tear it off and mail.

6 Important messages, reminders and offers. You'll find special events, savings opportunities, news and promotions.

7 Be sure our address shows in the return envelope window.

8 Itemized details of transactions during this period.

9 Adjustments showing any additional credits or fees applied.

10 Required telecommunications Taxes, Fees and Charges. For information, please see the Billing Information section of your bill.

11 Broadcast TV surcharge - A pass through reflecting charges assessed to Charpectrum Communications by the local broadcasters, or local "network affiliated" TV stations.

12 Partial Monthly Charges from the date your services started through the first date of your regular billing period.

SABG108C

48100105 NO RP 07 20240107 NNNNNNNN 0000001

Billing explanation included with no mention of a contract or a ToS.

CONCLUSION

The Defendants response did not engage on the unfair advantage they held over the court and this Petitioner by having access to the digital discovery files. Too much hubris to even look at them I suspect. As the lower courts did not enter these into the case file, and the court thus did not have access to them. They could also not be used by the Plaintiff as evidence.

This Petitioner continues to contend that the Charpectrum ToS agreement does not meet the most basic criteria of a contract and thus should not be considered as one. As a bill can be used to enforce a contract, as previously cited as precedent in the Motion for Reconsideration. Therefore absent a valid contract, the bill itself fills this void and becomes one as established by precedent. (See Motion for Reconsideration)

- This Petitioner's numerous strong arguments in the Motion for Reconsideration against Charpectrum ToS Agreement being a valid contract have been left unaddressed by the Appeals Court. The real question of a seemingly invisible contractual binding and contract viability has not been addressed. Is the Charpectrum ToS Agreement actually a contract, or simply a corporate hold harmless agreement, as this Petitioner contends and has provided ample proof of.
- It is also significant that the right of a Plaintiff to present digital evidence (outside of the antiquated in insufficient State e-file system) in a Circuit Court jury trial has not been clarified or established by the Appeals Court.
- The Pro se availability of a _jury_ trial in the lower courts remains unaddressed. The obstruction, conflicting instructions, and lack of clarity for Pro se litigants from the Courts remains unaddressed.

This Court's Criteria For Granting Review Are In Fact Satisfied for all the foregoing reasons, and this Petitioner respectfully requests that the Court allow this Petition For Review.

Of course all of this language and bizarre and flawed logic is dependent on believing that the ToS is an actual contract, which it does not meet the definition of, and that this ToS (contract) is binding to someone who did not agree to it, nor has to, to be able to obtain service from Charpectrum.

From: Deputy Clerk [mailto: deputy.clerk@wisccourts.gov]
Sent: Tuesday, September 17, 2024 8:54 AM
To: Lefty Insider' lefty@insiderpub.io
Subject: RE: Insider v Charpectrum

Good morning,
You would need to ask the Supreme Court permission to file a response.
Best,
Deputy Clerk
Wisc Court of Appeals

Lefty, continuing to operate on the better to beg forgiveness than ask permission theory, thought what are they going to do, ignore this like the rest of my arguments?

From: 'Lefty Insider' <lefty@insiderpub.io>
Sent: Tuesday, September 17, 2024 10:49 AM
To: Deputy Clerk < deputy.clerk@wisccourts.gov >
Subject: RE: Insider v Charpectrum

Deputy Clerk,
In the court system so far, the Plaintiff makes a complaint, the defendant responds, and then the Plaintiff gets to rebut. I do not see why this would be different.

I have since found this:
"Normally, you (the petitioner) must file a brief within 30 days after the date the petition for review is granted, and then the respondent (the party who is opposing you) must file a brief within 20 days after your brief is filed. Finally, you may file a reply brief within 10 days after the respondent's brief is filed."
https://www.wisccourts.gov/publications/guides/docs/seekingreviewbooklet.pdf
Lefty

From: Deputy Clerk [mailto: deputy.clerk@wisccourts.gov]
Sent: Tuesday, September 17, 2024 10:57 AM
To: Lefty Insider' lefty@insiderpub.io
Subject: RE: Insider v Charpectrum

You are referencing the briefing schedule if the supreme court grants your petition for review. If the petition is granted the case will go before the Supreme Court and you would be required to submit a brief within 30 days, the respondent would file a brief within 20, and then you would have a chance to respond. This case scenario only applies to petitions that have been granted.
Deputy Clerk
Wisc Court of Appeals

Right! Clear as mud.

From: 'Lefty Insider' <lefty@insiderpub.io>
Sent: Tuesday, September 17, 2024 12:30 PM
To: Deputy Clerk < deputy.clerk@wisccourts.gov >
Subject: RE: Insider v Charpectrum

Well, I don't see why this would be different.
The rule that I have seen says that a non-response equals acceptance of the defendant rebuttal.

From: Deputy Clerk [mailto: deputy.clerk@wisccourts.gov]
Sent: Wednesday, September 18, 2024 12:53 PM
To: Lefty Insider' lefty@insiderpub.io
Subject: RE: Insider v Charpectrum

A petition for review and briefing are two separate things. You are welcome to put something in writing before the court but the rule does not warrant a reply for the petition for review.

Best,
Deputy Clerk
Court of Appeals

Appendix To The Petition For Review In Supreme Court

Supreme Court Proceedings

So the WISC Supreme Court passed on dealing with his Appeal regarding the court process and procedures and his own horrific personal Pro Se treatment in the court system. Here are some of the highlights of his final Appeal and the issues that the SCC decided to just pass on:

1. **This Petitioner's numerous strong arguments in the Motion for Reconsideration against Charpectrum ToS Agreement being a valid contract have been left unaddressed by the Appeals Court. The real question of a seemingly invisible contractual binding and contract viability has not been addressed. Is the Charpectrum ToS Agreement actually a contract, or simply a corporate hold harmless agreement, as this Petitioner contends and has provided ample proof of.**
2. **It is also significant that the right of a Plaintiff to present digital evidence (outside of the antiquated in insufficient State e-file system) in a Circuit Court jury trial has not been clarified or established by the Appeals Court.**
3. **The Pro se availability of a _jury_ trial in the lower courts remains unaddressed. The obstruction, conflicting instructions, and lack of clarity for Pro se litigants from the County Courts remains unaddressed.**

This Court's Criteria For Granting Review Are In Fact Satisfied for all the foregoing reasons, and this Petitioner respectfully requests that the Court allow the Petition For Review.

Supreme Court Decisions

WISC COURT OF APPEALS

OFFICE OF THE CLERK
http://www .wisccourts.gov
Submitted by the Clerk

Lefty Insider
42 No Decent Internet Drive
Exploited, WISC 500-30
lefty@insiderpub.io

Date: December 10, 2024
Appeal No.2024AP000xxx
Circuit Court Case No. 2023SC000xxx

Lefty Insider,
Plaintiff-Appellant,
v.
Charpectrum Communications Inc.,
Defendant-Respondent.

Remittitur

This cause was an appeal to review the order(s) of the County Circuit Court

IT IS ORDERED AND ADJUDGED by this court in an opinion filed on August 7, 2024, that:

Order affirmed

Panel: Hon. Supreme Court, Judge Partisan as Hell

The appeal record is hereby returned to the Clerk of County Circuit Court.

I certify that the above is a correct transcript of the original order and judgment of the court as issued by use of the court electronic filing system in the above cause. Electronically signed by Clerk of Court of Appeals

So that was it. The Wisc court system chewed Lefty up and spit him out, even though he had the knowledge, expertise and the receipts so to speak. He just wasn't allowed to show them, or have it adjudicated by a jury of his peers.

On the other hand there is this:

> *Hanlon's razor is an adage or rule of thumb that states: "Never attribute to malice that which is adequately explained by stupidity." It is a philosophical razor that suggests a way of eliminating unlikely explanations for human behavior.*

CONCLUSION

So in summary:

A divorce/child custody lawyer, acting as a court commissioner, does a Pontius Pilate on my case because he knows the case is going to Circuit Court anyway. (because he was told that by Lefty)

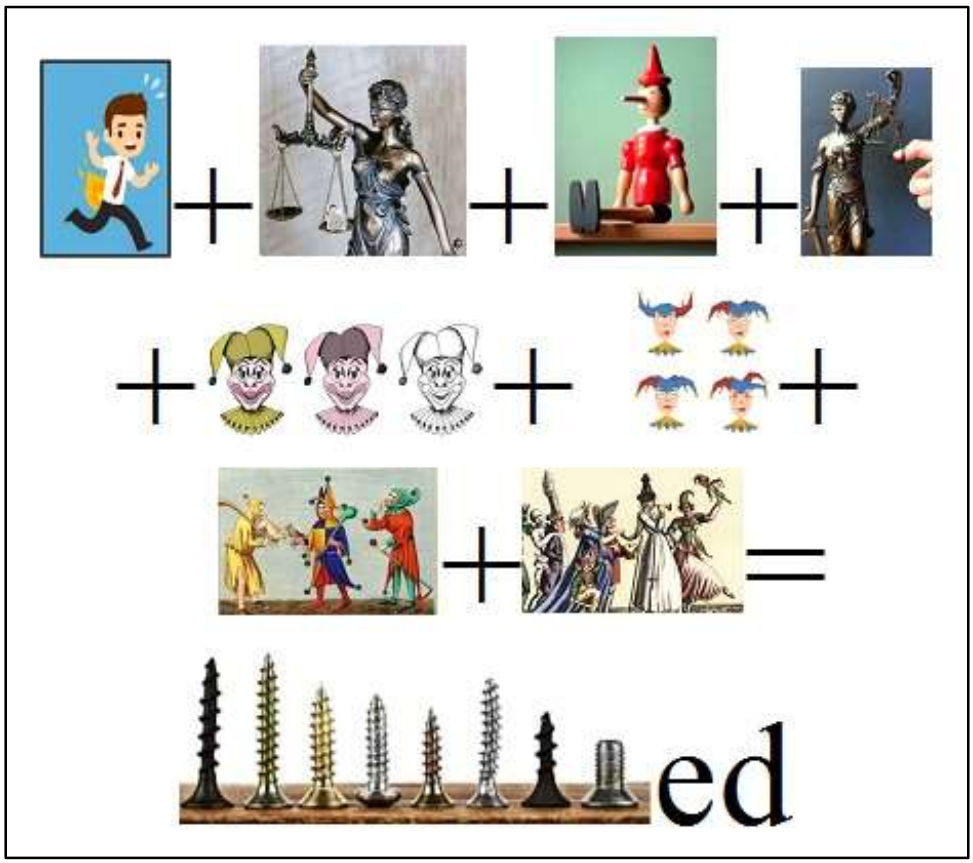
A Clerk of Courts office obfuscates the rules of the court, and actively obstructs the legal process, under the guise of not giving legal advice.

A County Circuit Court judge makes up an excuse to kick this out of his court, based on his personal opinion, and no logical, or rational arguments, or even legal precedent.

An Appeals Court makes serious legal and factual errors and yet kicks the case out.

On review of the appeal, they ignore their mistakes without not even reading the arguments.

And in the end, a Supreme Court of one, ignores the whole mess because it is the easiest way out. Who is this Pro se guy anyway?



In short, liars manipulated a time limited court hearing, then tell more lies to a rigged court who found an easy way to dismiss this whole business, followed by the cursory review of a higher court of jokers and fools. And then a citizen got screwed.

"In order to hold to account private monopoly corporations, an American Citizen must battle the Twin Sentries blocking access. These are the Public Legal System and Consumer Protection Systems which stand ready, always on guard in the defense, maintenance, and protection, of Corporations and Corporate Profits regardless of their ill-gotten origin, validity, or legitimacy, and without regard to or concern for the detriment to the public good."

Lefty Insider, author, activist, and technologist

AFTERWORD

Legal Language Is Deliberately Arcane To Signal Power, Study Finds (mit.edu)
Posted by msmash on Wednesday December 18, 2024 @11:00AM from the closer-look dept.
A new MIT study reveals why legal documents are so hard to read: Both lawyers and non-lawyers instinctively use complex language to signal authority, similar to how magic spells use archaic terms. The research, published in PNAS, found that even laypeople default to convoluted "center-embedded" clauses when writing laws, but switch to plain language for other tasks. From a report: *[Edward] Gibson's [an MIT professor of brain and cognitive sciences] research group has been studying the unique characteristics of legalese since 2020, when Martinez came to MIT after earning a law degree from Harvard Law School. In a 2022 study, Gibson, Martinez, and Mollica analyzed legal contracts totaling about 3.5 million words, comparing them with other types of writing, including movie scripts, newspaper articles, and academic papers.*
That analysis revealed that legal documents frequently have long definitions inserted in the middle of sentences -- a feature known as "center-embedding." Linguists have previously found that this kind of structure can make text much more difficult to understand. "Legalese somehow has developed this tendency to put structures inside other structures, in a way which is not typical of human languages," Gibson says.
In a follow-up study published in 2023, the researchers found that legalese also makes documents more difficult for lawyers to understand. Lawyers tended to prefer plain English versions of documents, and they rated those versions to be just as enforceable as traditional legal documents. "Lawyers also find legalese to be unwieldy and complicated," Gibson says. "Lawyers don't like it, laypeople don't like it, so the point of this current paper was to try and figure out why they write documents this way."

And now off to a Consumer Protection quest.

ChatGPT Image Generator